

Document Number

**Declaration of Covenants, Conditions  
and Restrictions for Greenfield Reserve  
Subdivision**

DOCUMENT #: **1243268**  
Recorded: 11-14-2022 at 8:00 AM  
BRENT BAILEY  
SAUK COUNTY REGISTER OF DEEDS  
REGISTRAR'S OFFICE  
Sauk Co, WI  
RECEIVED FOR RECORD  
Fee Amount: \$30.00  
: :

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19

Re: Lots 5, 6, 7, 8\*, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 65, 66, 67, 68, 69, 70, 71, 72, and 73, Greenfield Reserve recorded in the Office of the Register of Deeds for Sauk County, Wisconsin on June 21, 2022 as Document No. 1237160, being a part of the Northeast ¼ of the Southwest ¼ and the Southeast ¼ of the Southwest ¼ of Section 31, Town 12 North, Range 7 East in the City of Baraboo, Sauk County, Wisconsin.

(\* Lot 8, Greenfield Reserve is now described as Lots 1 and 2, Certified Survey Map No. 7229 as recorded in Volume 45, Certified Survey Maps, Page 7229 in the Sauk County, Wisconsin Register of Deeds Office as Document No. 1242838 in the City of Baraboo, Sauk County, Wisconsin)

Recording Area

Name and Return Address

**Jerome P. Mercer**  
**Cross, Jenks, Mercer & Maffei LLP**  
**P. O. Box 556**  
**Baraboo, WI 53913**

**Part 206-1154-87101 and 206-1154-87400**  
Parcel Identification Number (PIN)

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR GREENFIELD RESERVE SUBDIVISION**

This Declaration of Covenants, Conditions and Restrictions is made November 7, 2022, ("Declaration"), by **Greenfield Reserve LLC**, a Wisconsin limited liability company ("Declarant");

**RECITALS**

Declarant is the Owner of Lots 5 through 21, 48 through 52, 54 through 60, and 65 through 73 ( herein referred to individually as "Lot" and collectively "the Lots") of the plat of Greenfield Reserve, recorded in the office of the Register of Deeds for Sauk County, Wisconsin on June 21, 2022 as Document No. 1237160, located in the Northeast ¼ of the Southwest ¼ and the Southeast ¼ of the Southwest ¼ of Section 31, Town 12 North, Range 7 East, and the Fractional Northeast ¼ of the Northwest ¼ of Section 6, Town 12 North, Range 6 East, City of Baraboo, Sauk County, Wisconsin (herein the Lots are also collectively referred to as the "Property").

(Note: Lot 8, plat of Greenfield Reserve has been subdivided and is now known as Lots 1 and 2, Certified Survey Map (CSM) No. 7229 as recorded in Volume 45, Certified Survey Maps, Page 7229 in the Sauk County, Wisconsin Register of Deeds Office as Document No. 1242838 in the City of Baraboo, Sauk County, Wisconsin)

Declarant desires to develop and sell the Lots for single family residential housing purposes and desires to subject the Property to this Declaration to control the development of the Property.

**NOW, THEREFORE**, Declarant declares that the Property is and shall be subject to the covenants, conditions and restrictions set forth in this Declaration and shall hereafter be owned, conveyed, encumbered, improved, occupied and otherwise used subject to the terms of this Declaration:

**Article I  
Definitions**

In this Declaration the following terms have the meanings ascribed to them:

"ARC" means Architectural Review Committee, a committee of the Greenfield Reserve Owners Association, an unincorporated non-profit Wisconsin association; and shall be composed of three (3) Owners. Actions by the ARC are actions on behalf of the Association. Powers given the ARC do not require further approval by the Association in order for the ARC to exercise its powers on behalf of the Association.

"Association" means the Greenfield Reserve Owners Association, an unincorporated non-profit Wisconsin association pursuant to Chapter 184, Wisconsin Statutes. Every Owner shall be a member of the Association. Each Lot shall have one vote for matters voted upon by the Owners

and/or members of the Association. If a Lot has more than one Owner, those Owners will be entitled to only one vote at a meeting of Owners and /or members of the Association, and must decide how that vote will be cast. Except to the extent powers are given to the ARC which may exercise those powers without further approval of the Association, actions by the Association shall be by a majority vote of the Owners who vote at a duly called meeting of Owners.

“Declarant” means Greenfield Reserve LLC, a Wisconsin limited liability company, and its successor if Greenfield Reserve LLC assigns the Declarant’s rights to another person or entity.

“the development” means the Lots, collectively.

“Lot” means one of the lots in Lots 5 through 21, 48 through 52, 54 through 60, and 65 through 73 plat of Greenfield Reserve, except that as was done with Lot 8, Lots 5 through 7, and Lots 9 through 12, will be subdivided by certified surveys to create Lots upon which side-by-side single family attached dwellings will be constructed with a common party wall and lot line. Each Lot created by the certified survey is a “Lot”, or one of “the Lots” within the meaning of “Lot” or “the Lots” under this Declaration, and subject to the provisions of this Declaration. For example, Lot 8, plat of Greenfield Reserve as subdivided by CSM No. 7229 is now two Lots.

“the Lots” means Lots 5 through 21, 48 through 52, 54 through 60, and 65 through 73 plat of Greenfield Reserve, collectively, including each Lot created by a subdivision of Lots 5 through 12 by a certified survey map.

“Owner” means and includes the record (i) fee simple owner of a Lot; (ii) land contract purchaser of a Lot; and (iii) holder of a life estate in a Lot.

“Owners” means all of the Owners of Lots 5 through 21, 48 through 52, 54 through 60, and 65 through 73 plat of Greenfield Reserve, collectively, including all Owners of Lots created by a subdivision of Lots 5 through 12 by a certified survey map.

“Property” means Lots 5 through 21, 48 through 52, 54 through 60, and 65 through 73 plat of Greenfield Reserve, collectively, and the Improvements thereon.

## **Article II**

### **Enforcement and Dispute Resolution**

**(1) Enforcement.** All restrictions and covenants contained herein are imposed for the benefit of the Declarant and all persons and entities who hereafter own an interest in any Lots. If any of the provisions of this Declaration are breached or are not otherwise being complied with, then Declarant, or the ARC, whichever is then applicable, and any person or entity owning an interest in any Lot shall have standing to bring proceedings at law or equity against the person or persons violating or attempting to violate such covenants, conditions or restriction, to restrain any such violations, to recover damages and/or for such other relief as shall be available under the law, and shall have the right to (a) enjoin such violation or non-compliance and/or (b) take all actions necessary to extinguish or correct such violation or breach. A Lot Owner who violates or breaches

any provision of this Declaration shall pay all costs and expenses incurred by Declarant, or ARC, whichever is then applicable, or by any person or entity owning an interest in a Lot, enforcing the provisions of this Declaration, including without limitation attorneys' fees, arbitration and court costs, and costs and expenses of expert witnesses.

**(2) Architectural Review Committee.** Declarant shall retain its rights, powers, reservations and duties contained herein until Declarant relinquishes its rights, powers, reservations, and duties by a written instrument signed on behalf of Declarant recorded in the Sauk County register of deeds office.

After Declarant relinquishes Declarant's rights, powers, reservations and duties contained herein, Declarant's rights, powers, reservations and duties contained herein shall be exercised by the ARC.

The ARC shall have no powers until Declarant relinquishes Declarant's rights, powers, reservations and duties contained herein to the ARC, even if Declarant ceases to own any Lots subject to this Declaration. When the ARC assumes Declarant's rights and powers, the ARC shall administer and enforce the covenants, conditions and restrictions of this Declaration.

Declarant may relinquish certain powers to the ARC, and retain others.

So long as Declarant retains its rights and powers under this Declaration there may be no amendment to this Declaration without the written consent of Declarant duly recorded in the Sauk County register of deeds office.

The ARC shall be a committee of the Association and actions taken by the ARC shall be on behalf of the Association. The ARC shall consist of three (3) Owners elected by the Owners to serve as the ARC. The ARC shall elect a chairman and vice chairman. The chairman shall preside at meetings of the Owners and meetings of the ARC, and in the chairman's absence, the vice chairman shall preside. Actions by the ARC shall require a two thirds vote of the ARC. Two members of the ARC shall constitute a quorum of the ARC.

Declarant may appoint the initial ARC members, who shall serve as the ARC members until the Owners elect replacement committee members. If the Owners fail to elect successor ARC members, the then acting ARC members, or member, if only one, may select ARC members from the Owners who shall serve as the ARC until replacement ARC members are elected by the Owners.

The ARC members shall be elected annually each May at a meeting of Owners called by the ARC for that purpose, by written notice to all Owners 30 days before the election. If the ARC fails to give notice of a meeting of Owners at least annually to elect the ARC, any Owner may give notice to Owners of a meeting of Owners to elect the ARC. Such meetings shall be held at such place in Baraboo as selected by the ARC chairman or vice chairman, or if the ARC chairman or vice chairman fails to give notice, by the Owner giving the notice of the Owners' meeting. For the election of the ARC Owners may vote either in person at the meeting of Owners or vote by proxy.

**Manner of giving notice of Owner meeting.** Notices of a meeting of Owners shall be provided to Owners in writing, but may be given by any one of the following methods: first class mail, personal delivery, email to the last known electronic mail address of the Owner, or text. If a Lot has more than one Owner, notice to any one Owner of the Lot is deemed notice to all Owners of the Lot. Personal delivery to an Owner is deemed given when written notice is left at the front doorway of a residence upon a Lot owned by the Owner.

Although the ARC or Owner calling the meeting of Owners to elect the ARC shall attempt to provide written notice to all Owners at least 30 days before the meeting of Owners called to elect members of the ARC, the failure to provide such notice or the failure of an Owner to receive such notice shall not invalidate any election of ARC members, or actions taken by the ARC. Vacancies of ARC members between elections by the Owners shall be filled by the remaining ARC members. ARC members once elected by the Owners shall serve until replaced by an election by the Owners of different ARC members.

The ARC is authorized to adopt and establish such further rules and regulations it determines to be necessary concerning procedure, notice of meetings of the ARC, and notice of the meeting of the Owners for purpose of electing ARC members, the manner of Owners voting at Owner meetings, and all other matters concerning the conduct of the business of the ARC.

The Owners who attend a duly called meeting of Owners shall constitute a quorum for purposes of the Owners electing or removing ARC members, and for other Owner actions, provided notice of the meeting stated the matter would be considered at the meeting. Owners may not remove an ARC member without electing a successor ARC member.

The ARC is authorized to promulgate and amend or modify from time to time architectural standards governing policies, guidelines and minimum requirements to be satisfied with respect to the construction, location, drainage, grading, landscaping and design of all Improvements on any Lot, the content and manner in which plans and specifications and other documentation and information concerning the construction of any Improvement on a Lot are to be submitted to and approved by the ARC, and any other matters affecting the construction, repair or maintenance of any Improvements on any Lot. The architectural standards adopted by the ARC shall be in addition to the provisions and requirements set forth in this Declaration and shall be binding upon and enforceable against all Owners.

The power of the ARC to enforce the covenants, conditions and restrictions of this Declaration is not exclusive. Each person or entity owning an interest in a Lot shall also have standing to enforce the covenants, conditions and restrictions of this Declaration.

### **(3) Association assessments.**

- A. The Association shall have the right and power to assess the Owners, other than Declarant, by annual or special assessments for costs and expenses incurred by the ARC exercising its powers and obligations under this Declaration. Assessments may not be levied by the Association against Declarant, or Lots

owned by Declarant. Each Owner, other than Declarant, by acceptance of a deed to a Lot, is deemed to covenant and agree to pay to the Association assessments levied by the Association. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot when the assessment was levied. In the event of co-ownership of any Lot, all of the co-owners shall be jointly and severally liable for the entire amount of such assessment.

B. Assessments may be determined, established and collected each year in the following manner:

i. At the beginning of each calendar year, the ARC may, but shall not be required to, determine a budget for each year, which shall be adopted by a 2/3's vote of the ARC.

ii. If any budget or the amount of annual assessments collected by the ARC at any time proves to be inadequate or insufficient to fully pay all costs and expenses of the ARC, the ARC may levy additional special assessments to cover the expenses.

iii. Assessments shall be assessed against each Lot in the development (excluding Lots owned by Declarant) at a uniform rate, with the Owner of each Lot (excluding Lots owned by Declarant) being required to pay their pro rata portion of such annual and/or special assessments, as determined by a fraction. the numerator of which shall be the total Lots owned by such Owner and the denominator of which shall be the total number of Lots in the development, excluding Lots owned by Declarant. Excluding Lots owned by Declarant, each Lot shall be subject to equal annual and special assessments.

iv. The ARC shall determine the date by which such assessment shall be paid, which shall not be less than thirty-one (31) days from the date of such levy. The ARC shall notify each Owner of the action taken by the ARC, the amount of the assessment against the Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the Owner's last known post office address by United States first class mail, with postage prepaid.

v. If an assessment levied against any Lot remains unpaid for a period of sixty (60) days from the due date of the assessment, the ARC may, in its discretion, in the name of the Association, commence an action against the Lot Owner in Sauk County Circuit Court to collect from the Owner the amount owing on the assessment, together with interest thereon at the rate of 18% per annum for the date the assessment was due, together with all costs of collection, including reasonable attorney fees. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use or abandonment of a Lot.

vi. Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments levied against the

grantor Lot Owner up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee. However, upon written request to the Association, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor in excess of the amount therein set forth. If the Association does not provide the grantee such a statement within ten (10) business days after the grantee's written request, the Association is barred from collecting from the grantee any assessments which were unpaid when the grantee took title.

**(4) Arbitration.** With the exception of matters involving Association assessments levied as provided in Article II (3), and collection of assessments by the ARC on behalf of the Association by direct court action as provided in Article II (3) B. v., all claims, disputes and other matters in question arising out of or relating to this Declaration or the breach of it (herein, collectively referred to as "dispute") shall be decided by arbitration as provided herein, if not resolved through mediation. By acceptance of a deed or other conveyance to a Lot, each Owner acknowledges this Arbitration Clause and agrees to be bound by the provisions of this Arbitration Clause.

**Mediation required before arbitration.** Before arbitration may be demanded, the parties to the dispute shall first attempt in good faith to settle the dispute by non-binding mediation. The mediation shall be conducted within 30 days of a written demand for mediation by any party to the dispute, at a location in Sauk County, Wisconsin, unless the parties mutually agree to another location, by a single mediator mutually agreed to by the disputing parties. In the mediation each party shall be solely responsible for his, her, or its attorneys' fees and expenses. The mediator's fee shall be equally shared by the parties to the mediation. However, if the dispute is ultimately resolved by arbitration as provided below, and the arbiter finds that a party to the dispute violated this Declaration, the party violating this Declaration shall pay all costs and expenses of the party enforcing this Declaration, including, without limitation, all expenses of mediation as well as arbitration, including attorney fees and the fees of the mediator and arbiter.

If the parties are unable to resolve the dispute through mediation, any party to the dispute shall have the right to demand arbitration pursuant to the following procedure:

Arbitration shall be initiated by a written demand served by certified mail, return receipt requested, upon the other party and to the Declarant, or the ARC, whichever is then applicable. The arbitration shall be in accordance with the Commercial Arbitration Rules and Procedures of the American Arbitration Association, provided the American Arbitration Association need not administer the arbitration proceeding. The State of Wisconsin rules of evidence shall govern the presentation of evidence in the hearing. The arbitration shall be conducted at a location in Sauk County, Wisconsin, selected by the Declarant, or the ARC, whichever is then applicable, or the Owner demanding arbitration. Arbitration may be conducted in a county other than Sauk County if mutually agreed upon by all parties to the dispute. For a claim or dispute involving claims, disputes or matters involving the dimensions provided in Article III, paragraph 3 of this Declaration failure to serve the written demand for arbitration within six (6) months after the

completion of construction shall constitute a waiver of the claim, dispute or other matter in question and there shall be no further right to pursue it by arbitration or otherwise. However, as to all other matters involving a claim, dispute or other matter in question arising out of or related to this Declaration the demand for mediation and arbitration can be made any time, and is not barred by delay in making the demand for mediation or arbitration.

If the arbiter requires an advance fee before the arbitration, the parties to the arbitration shall equally pay the advance fee.

However, if the arbiter specifically finds that the non prevailing party violated a covenant of this Declaration the prevailing party in the arbitration, as determined by the arbiter, shall be entitled to recover from the non prevailing party, the prevailing party's costs and expenses of the arbitration proceedings, including the prevailing party's attorney fees, and the fee and expenses of the arbiter. If the arbiter does not specifically find that the non prevailing party violated a covenant of this declaration, each party shall be solely responsible for the party's attorneys fees and expenses of the arbitration.

This arbitration clause shall be specifically enforceable under the Wisconsin Arbitration Act, Chapter 788 of the Wisconsin Statutes, and the award of the arbiter, monetary and injunctive relief, shall be final and binding on all parties to the proceeding and may be reduced to judgment pursuant to the Wisconsin Arbitration Act.

The necessary parties to mediation and arbitration to enforce the restrictions and covenants contained in this Declaration are the Declarant, or the ARC, whichever is then applicable, the Owner or Owners who is/are claimed to be in breach of the restriction or covenant, and any other Owner of a Lot within the Property who elects to be a party, by written demand of the Owner to the Declarant, or ARC, whichever is then applicable and other Owners of Lots within the Property who elect to be made a party to the proceeding (collectively "the parties to the dispute.").

Arbitration shall be conducted by a single arbiter, unless the parties to the dispute mutually agree to more than one.

If the parties are unable to agree upon either a mediator or arbiter, any party to the dispute may petition Sauk County, Wisconsin, circuit court for appointment of a mediator or arbiter, as the case may be.

Notices shall be mailed to the address and persons to whom real estate tax bills are addressed for the Lots in question. Notices mailed to such persons and address shall be deemed sufficient for all purposes.

All Owners of Lots within the Property shall be given written notice of mediation and arbitration proceedings, and the dispute. The party demanding mediation or arbitration shall give the notice to the Lot Owners. Notice to Lot Owners who are not parties to the proceedings may be given by mail, email, fax, text, or personal delivery.



**Article III**  
**Restrictive Covenants**

(1) **Use Restrictions.** The Lots and all dwellings, and other improvements constructed thereon (collectively "Improvements") shall be used for single family residential dwelling purposes, with the exception that one of the Lots created by Certified Survey Map No. 7229 (formerly Lot 8, plat of Greenfield Reserve), may be used as an office by the developer (herein the Declarant) during the developer's development of Greenfield Reserve subdivision, and once the development is completed, will be used as a single family dwelling.

(2) **Setback Requirements.** The front, rear, and side yard setback requirements shall meet the minimum applicable requirements of the City of Baraboo Zoning Ordinance. Any conditional use permits or variances granted by the City of Baraboo with respect to front, rear, and side yard setback requirements for any Lot must be approved by Declarant, or the ARC, whichever is then applicable, in writing to be effective to modify the front, rear and side yard setback requirements of this Declaration.

If two or more contiguous Lots are owned by one Owner, and the Owner desires to use said Lots as a consolidated site for the construction of a single dwelling and other improvements, the Owner may apply to Declarant, or the ARC, whichever is then applicable, for a variance to disregard the internal lot lines of the consolidated site. If the variance is granted by Declarant and a dwelling or other improvements are constructed on the consolidated site, the Lots constituting the consolidated site shall thereafter be treated as a single lot for purposes of this Declaration.

**(3) Type and Size of Dwelling.**

A. The following restrictions shall apply to any dwelling constructed on Lots 13 through 21, 50 through 52, 54 through 60, and 65 through 73:

i. No dwelling shall have more than two stories. A tri-level home shall be deemed a two story dwelling for purposes of this Declaration.

ii. No one story home shall have less than 1,400 square feet of floor space.

iii. No one and one-half story home shall have less than 1,100 square feet of floor space on the first floor.

iv. No two-story home shall have less than 1,800 square feet of total floor space.

v. No tri-level home shall have less than 1,200 square feet of total floor space on the top two levels.

vi. No bi-level home shall have less than 1,300 square feet of floor space on the upper level and 500 square feet of floor space on the lower level.

49: B. The following restrictions shall apply to any dwelling constructed on Lots 48 and

i. No dwelling shall have more than two stories. A tri-level home shall be deemed a two story dwelling for purposes of this Declaration.

ii. No one story home shall have less than 1,600 square feet of floor space.

iii. No one and one-half story home shall have less than 1,300 square feet of floor space on the first floor.

iv. No two-story home shall have less than 2,000 square feet of total floor space.

v. No tri-level home shall have less than 1,400 square feet of total floor space on the top two levels.

vi. No bi-level home shall have less than 1,500 square feet of floor space on the upper level and 400 square feet of floor space on the lower level.

C. The following restrictions shall apply to any single family dwelling constructed on any Lot:

i. All dwellings shall have a minimum width of not less than 26 feet.

ii. All dwellings shall have a design and use construction materials that conform to the construction quality and aesthetic appearance of the other homes in the development.

iii. All porches, sundecks, basements, attics, attached garages, breezeways, carports, crawl spaces and similar areas shall be excluded from the calculation of the floor space of any dwelling.

iv. All dwellings shall have an attached garage with doors of at least sixteen (16) feet in width. If the garage has more than one door, the combined width of the first two doors must be at least sixteen (16) feet.

v. All driveways must be asphalt, brick, or concrete.

**(4) Submission of Plans to Declarant, or the ARC, whichever is then applicable.**

Prior to the commencement of any construction-related activities on any Lot, including grading or clearing, the Lot Owner shall submit to a site plan showing the location, grade elevation, building plans and specifications for any Improvements to be constructed thereon, the prime contractor or builder to be hired for construction of such Improvements and such other information as may be required by Declarant, or the ARC, whichever is then applicable. No construction-related activities shall be commenced on any Lot prior to the Owner's receipt of written approval by

Declarant, or the ARC, whichever is then applicable of all proposed plans, specifications, the proposed prime contractor or builder to be hired for construction of such Improvements, and other information submitted by the Owner.

Declarant, or the ARC, whichever is then applicable, in its sole and absolute discretion, shall determine whether or not the location, grade elevation, plans, specifications, prime contractor or builder to be hired for construction of the Improvements and other information submitted by the Owner for approval are acceptable.

Declarant, or the ARC, whichever is then applicable, shall have the right to disapprove any plans and specifications on any reasonable grounds, including but not limited to failure to comply with any provisions of this Declaration, failure to provide any requested information, objection to the location or grade elevation of any Improvements or the finish grade elevation of the Lot, objection to exterior design, appearance or appropriateness of any dwelling or other improvements, or any other matters which in the sole and absolute discretion of Declarant, or the ARC, whichever is then applicable would render the proposed Improvements inconsistent with the general plan of development contemplated by Declarant, or the ARC, whichever is then applicable for the Property.

Declarant, or the ARC, whichever is then applicable, shall have the right to disapprove any proposed prime contractor or builder on any reasonable grounds, including but not limited to financial status, business history and prospects, building reputation, failure to provide any requested information or any other matters which in the sole and absolute discretion of Declarant, or the ARC, whichever is then applicable, may have an adverse impact on the proposed construction related activities or the general plan of development contemplated by Declarant, or the ARC, whichever is then applicable for the Property.

If Declarant, or the ARC, whichever is then applicable, fails to approve in writing such proposed plans and specifications and such proposed prime contractor or builder within thirty (30) days after such plans and specifications and the name of the proposed prime contractor or builder have been submitted, then the plans and specifications and prime contractor or builder so submitted shall be deemed to have been disapproved.

The approval of plans and specifications by Declarant, or the ARC, whichever is then applicable, for any Improvements on a Lot shall not be construed as a determination that the plans and specifications are in compliance with any applicable laws, ordinances, or code provisions of any governmental authorities. The approval of any prime contractor or builder shall not be construed as a determination that the prime contractor or builder is financially sound, competent, able to construct the Improvements in accordance with the plans and specifications submitted to Declarant, or the ARC, whichever is then applicable or to complete the Improvements in a timely manner. Declarant, or the ARC, whichever is then applicable shall not have any liability for any damage or loss, claimed, paid, or incurred by an Owner, mortgagee, or occupant or the respective family members, guests, invitees, agents, employees, contractors, heirs, successors, and assigns of any Owner, mortgagee or occupant, on account of (a) any defects in any plans or specifications submitted, reviewed, or approved by Declarant, or the ARC, whichever is then applicable, as provided herein, (b) the failure to approve or the disapproval of any plans, drawings, specifications

or other data submitted by any Owner, (c) the failure to approve or the disapproval of any prime contractor or builder, and (d) any other loss, claim, damage, liability, or expense, including arbitration and court costs and attorneys' fees, claimed, paid, or incurred by any Owner, arising out of or in connection with this Declaration or the use and occupancy of any Lot or Improvements.

**(5) Completion of Construction and Landscaping.** Construction of Improvements upon a Lot shall be completed within six (6) months after issuance of a building permit for such construction except as specifically provided below with respect to driveways and landscaping.

All driveways shall be completed within ninety (90) days of occupancy or completion of construction of the principal dwelling, whichever occurs first, provided weather conditions so allow. If weather conditions prevent such completion within the time period set forth above, such surfacing shall be completed as soon as practical thereafter.

Landscaping, including final grading, sodding, and seeding, shall be completed within ninety (90) days of occupancy or completion of construction of the principal dwelling, whichever occurs first, provided weather conditions so allow. If weather conditions prevent such completion within the time period set forth above, such landscaping shall be completed as soon as practical thereafter.

**(6) Underground Utilities.** All utility lines, pipes, conduit and wiring for electrical, gas, telephone, water, sewer, cable television, internet, security systems and any other utility service for any Lot or Improvement located within the Property shall be installed and maintained below ground.

**(7) Accessory Buildings.** No accessory buildings shall be constructed on any Lot. No accessory building, trailer, tent, garage, or any part thereof shall be used as a permanent or temporary residence.

**(8) Grade Elevation.** The grade elevation of a Lot shall not be changed so as to materially affect the surface grade elevation or drainage to or from the surrounding Lots. The grade elevation of any part of a Lot subject to a utility easement shall not be changed by more than six (6) inches without the prior written permission of Declarant, or the ARC, whichever is then applicable and the City of Baraboo Utility Department.

**(9) Maintenance of Landscaping.** All Lots and Improvements located within the Property shall at all times be maintained in a neat and orderly condition, including all lawns and landscape plantings located on the Lot and on the adjoining street terrace. The Lot Owner shall also maintain any public walks adjacent to an Owner's Lot in a safe and travelable condition at all times.

**(10) Noxious Weeds.** Any Lot conveyed by Declarant upon which no improvements have been constructed and that portion of any Lot not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas in a neat condition and free from noxious weeds. The lawn or cover crop on the Lot and on the

adjoining street terrace shall be mowed at least four (4) times annually. This paragraph shall not be construed to prevent gardens located in the rear yard of Lots with dwellings upon them.

**(11) Trash and Nuisance.** No trash, garbage, rubbish, debris, wrecked or abandoned vehicles, or unsightly items shall be dumped, placed or permitted to accumulate upon any Lot or Improvements within the Property except for debris that may be temporarily present in connection with construction of a dwelling or other improvements on a Lot. Household waste must be kept in sanitary containers and regularly removed from the Property. Curbside garbage and recycling containers may not remain at the curbside for more than 24 hours each week—and only on the day of collection; and otherwise must be kept indoors.

No nuisance shall be permitted to exist or operate on or arise from any Lot or Improvements within the Property.

**(12) Satellite Dishes.** No satellite television or internet reception dishes in excess of three (3) feet in diameter shall be allowed on any Lot or dwelling located within the Property.

**(13) Pets and Animals.** No animals, livestock, birds, or poultry of any kind shall be kept, boarded, raised, bred, or treated for commercial purposes upon any Lot. No animal enclosure, house, pen, fence or similar device shall be placed on any Lot without the prior written approval of Declarant, or the ARC, whichever is then applicable, which may require special landscaping and screening.

**(14) Subdivision of Lots Prohibited.** Except for Lots 5 through 12 which will be subdivided by certified survey maps, and upon which Side by Side Single Family Attached Dwellings will be constructed with a common party wall and lot line, no Lot shall be re-subdivided so as to create additional building parcels. This covenant shall not prevent the use of one Lot and part of another Lot as a building parcel.

**(15) There Shall be No Storage or Parking of Boats, Trailers, Campers, etc., Outside of Garages.** No trailer, camper, motor home, mobile home, recreational vehicle, boat, nor concessionaire vehicle or trailer shall be placed, left standing, stored or parked at the curb of any Lot, or on any Lot, including the driveway, except within the confines of a fully enclosed garage, except that an occasional, temporary parking of such vehicle in a driveway of a Lot is permitted for a period not to exceed 48 hours for the sole purpose of loading and unloading. No vehicle of any type may be parked or located other than in the driveway, garage, or street curb associated with a residence. No vehicle may be parked on lawns. Inoperable vehicles located anywhere other than a fully enclosed garage shall be promptly removed by the Owner. No semi-trucks or trailers may be stored or parked overnight on or in front of a Lot except in a fully enclosed garage.

**(16) Fences.** In no event may a chain link fence be installed. No other fence may be installed without the written consent of the Declarant, or the ARC, whichever is then applicable; and if consent is given, the fence must be in the design, location, and with the materials Declarant, or the ARC, whichever is then applicable approves in its absolute discretion. If permission is given for installation of a fence, the Declarant, or the ARC, whichever is then applicable may require landscaping to screen the fence from view. Declarant, or the ARC, whichever is then applicable shall

have the absolute discretion to deny permission for installation of any form of fence on a Lot; or to permit installation of a fence on one Lot, and deny permission for construction of a fence on another Lot.

**(17) Firewood Storage.** No firewood or wood pile may be kept outside a building unless approved by the Declarant, or the ARC, whichever is then applicable, and if approved must be neatly stacked, placed on a non street side yard and screened from street view by a planting, or a fence approved by Declarant, or the ARC, whichever is then applicable. Declarant, or the ARC, whichever is then applicable shall have the absolute discretion to deny permission for firewood being kept outside a building on one Lot, yet permit it on another Lot. And if permission is given by Declarant, or the ARC, whichever is then applicable for firewood being kept outside a building, Declarant, or the ARC, whichever is then applicable may subsequently withdraw that permission.

**(18) Mailboxes.** Mailboxes serving each house, whether individual or multi residences, shall be installed at the location and manner determined by Declarant, or the ARC, whichever is then applicable, at the cost and expense of the Owner of the house.

**(19) Snow Removal.** Snow must be removed from sidewalks by noon of the day following the snow fall.

**(20) Driveway and Sidewalks.** Driveways and sidewalks must be kept in good repair, and surfaced with cement or blacktop as approved by the Declarant, or the ARC, whichever is then applicable.

**(21) Gardens.** Gardens are permitted in the rear yards of Lots with dwellings upon them. Gardens are not permitted at any location upon a Lot, other than in the rear yard of a Lot with a dwelling upon the Lot.

**(22) Clothes Lines.** Clothes lines are permitted if located in the rear yard of a Lot with a dwelling upon the Lot. Clothes lines are not permitted at any location upon a Lot, other than in the rear yard of a Lot with a dwelling.

**(23) Solar Panels.** Solar panels are permitted provided the panels are attached to the roof of a dwelling upon a Lot. Solar panels may not be installed free standing at any location upon a Lot; nor installed upon a Lot other than attached to the roof of the dwelling.

**(24) Compliance with Governmental Regulations.** All Lots and Improvements within the Property shall be governed by the applicable use restrictions of the City of Baraboo Zoning Ordinance.

Owners shall, at all times, comply with all applicable laws, ordinances, statutes, rules, regulations, requirements and code provisions of any applicable governmental authority.

**(25) Variance.** Declarant, or the ARC, whichever is then applicable, in its sole and absolute discretion, shall have the exclusive right to grant variances to any Lot or Improvements located within the Property with respect to this Declaration. Any variance request submitted to

Declarant, or the ARC, whichever is then applicable shall be in writing and approval of the same by Declarant, or the ARC, whichever is then applicable shall be evidenced by a written variance agreement executed by Declarant, or the ARC, whichever is then applicable, and recorded in the office of the Sauk County register of deeds.

**(26) Additional Regulations and Amendment.** Declarant, or the ARC, whichever is then applicable, in its sole and absolute discretion, shall have the right with respect to the Property and the Lots and Improvements located within the Property, to at any time, adopt, modify, amend or terminate this Declaration in part, or entirely, and to make rules and regulations in order to impose such other, further or different covenants, conditions, restrictions, rules or regulations governing the use and development of the Property and the Lots and Improvements located within the Property.

If requested to do so by Declarant, or the ARC, whichever is then applicable, each Owner agrees to consent to any such adoption, modification, amendment or termination of this Declaration or any other instrument relating to the Property and any Lots and Improvements located within the Property. Each Owner grants Declarant, or the ARC, whichever is then applicable an irrevocable power of attorney to execute all instruments required to be executed on behalf of the Owner, to at any time, adopt, modify, amend or terminate this Declaration in part, or entirely, and to make rules and regulations in order to impose such other, further or different covenants, conditions, restrictions, rules or regulations governing the use and development of the Property and the Lots and Improvements located within the Property.

This Declaration may also be modified, amended or terminated in writing as to the Property or any Lot or Improvements located within the Property by a written instrument executed by Declarant and the Owners of one-half of the Lots, or if Declarant has relinquished its rights under this Declaration, then by a written instrument executed by the ARC and the Owners of one-half of the Lots. To be effective the modification, amendment or termination, as the case may be, must be recorded in the Sauk County register of deeds office.

Each Owner, by acceptance of a deed or other conveyance to a Lot or Improvements within the Property, agrees to be bound by all additional covenants, conditions, restrictions, rules, regulations, variances, amendments, and terminations permitted under this Declaration.

Any additional covenants, conditions, restrictions, rules or regulations adopted by Declarant, or the ARC, whichever is then applicable, or the Owners, and any amendments and terminations to this Declaration shall be by a written instrument and shall be recorded in the office of the Register of Deeds for Sauk County, Wisconsin, which covenants, conditions, restrictions, rules, regulations, amendments, and terminations shall be binding on all Lots and Improvements located within the Property and on all Owners.

Declarant may amend this Declaration by subjecting additional lots located within the plat of Greenfield Reserve to the provisions of this Declaration. To be effective such amendment must be recorded in the office of the Register of Deeds for Sauk County, Wisconsin.

## **Article IV General Provisions**

(1) **No Reverter.** No covenant, conditions, restriction or other provision of this Declaration is intended to be or shall be construed to create the possibility of reverter in favor of Declarant or any other person or entity nor shall any provision be deemed to vest any reversionary interest in Declarant or any other person or entity.

(2) **No Waiver.** All rights, remedies and privileges granted to Declarant, or the ARC, whichever is then applicable, and Lot Owners pursuant to the terms of this Declaration shall be cumulative and the exercise of one or more of such rights, remedies or privileges shall not be deemed to constitute an election of remedies nor shall it preclude the Declarant, or the ARC, whichever is then applicable, or a Lot Owner from exercising the same or pursuing such other and additional rights, remedies or privileges as may be available at law or at equity. Except as provided in paragraph Article II, paragraph 4, involving claims, disputes or other matters pertaining to dimensions in Article III, Paragraph 3 of this Declaration, no delay or failure to object to a violation of these covenants, or to take action to enforce any covenants or conditions shall be deemed a waiver by Declarant, the ARC, or a Lot Owner of the right to fully enforce the same thereafter.

(3) **Assignment.** Declarant, in its sole and absolute discretion and without the consent of Owners, shall have the right to assign all or any rights, powers, reservations and duties contained herein to a successor Declarant, who shall thereafter have the same rights, powers, reservations and duties as Declarant.

(4) **Severability.** If any provision of this Declaration or the application thereto to the Property or any Lot or Improvements located within the Property, or to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration or the application of such provision to the Property or any Lot or Improvements located within the Property, or to any person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision shall be valid and enforceable to the fullest extent permitted by law.

(5) **Zoning.** The use of Lots shall be restricted to whichever is more restrictive, this Declaration, or applicable zoning laws and ordinances, and building codes.

(6) **Insurance – Replacement/Construction.** Each Owner shall maintain fire and extended coverage insurance on the Owner's residence in the full replacement/construction cost thereof, and shall, in the event of damage to or destruction of the Owner's residence, use the insurance proceeds to restore the residence to the condition in which it was prior to the damage or destruction. Upon request by the ARC, the Owner shall provide to the ARC proof of such insurance.

(7) **Waiver.** Declarant, the ARC, and the Association, and their officers and agents, shall have no liability whatsoever to any Owner, or any other party, for actions taken, or actions not taken by Declarant, the ARC, or the Association, pertaining to this Declaration. By acceptance of a deed to a Lot, Owners waive and release any and all claims against Declarant, the ARC, and the Association, and their officers and agents, for any claim, demand, action, or right of action, of



whatever kind or nature, arising at any time from, or claimed to arise from, actions taken, or actions not taken by Declarant, the ARC, or the Association pertaining directly or indirectly to a provision of this Declaration.

(8) **Binding Effect.** The terms and provisions of this Declaration run with the land and shall be binding upon and inure to the benefit of Declarant, the ARC, the Association, and all Owners, occupants, lessees, and owners of every kind of interest or estate in lands in the Property, and their heirs, personal representatives, successors, assigns, and devisees.

**[Signature Page Follows]**



