

**DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR THE PLAT OF OREGON PARKS  
NEIGHBORHOOD ADDITION**

RE: The following real estate in the Village of Oregon, Dane County, Wisconsin:

Lots eighty-six (86) through one hundred twenty-eight (128) of the Plat of Oregon Parks Neighborhood Addition and Outlots eleven (11) and twelve (12) of the Plat of Oregon Parks Neighborhood Addition.

Declaration, Oregon Parks Development, Inc. the owner and developer (hereinafter "Developer"), of the above described property, except for Lot 125 which is owned by Kyo and Katrina Ladopoulos (Developer and Kyo and Katrina Ladopoulos hereinafter "Declarant"), for the purpose of preserving the value of the lots in said plat (hereinafter "Plat" or "Subdivision"), does hereby covenant, grant, declare, and provide that Lots eighty-six (86) through one hundred twenty-eight (128) inclusive (hereinafter individually a "Lot" and collectively the "Lots") and Outlots, excluding Outlots 6, 7, 8, 9, 10, and 13, in the Plat of Oregon Parks Neighborhood Addition shall be used for the purposes and in the manner set forth herein (except to the extent otherwise expressly provided herein).

1. **GENERAL PURPOSE AND LAND USE.** The purpose of this Declaration is to preserve the residential character of this Plat (except to the extent otherwise expressly provided herein); to insure a harmonious development on each Lot in the Plat; to protect each owner of a Lot (hereinafter "Owner") against improper uses by any other Owner; to preserve and maintain the natural beauty of the Subdivision; to guard against the erection thereon of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable materials; to obtain harmonious use of materials and color schemes; to insure the highest and best residential development on the Lots by encouraging and securing the erection thereon of attractive, quality homes; to secure and maintain proper setbacks from streets, and adequate free spaces between structures, and in general to provide for a high quality of improvements thereby protecting the investment of all the Owners of the Plat.

Lots eighty-six (86) through one hundred four (104) inclusive, and Lots one hundred seventeen (117) through one hundred twenty-eight (128) inclusive, shall be used for single family, residential purposes only. Lots one hundred five (105) through one hundred sixteen (116) inclusive, shall be used for two-family residential purposes only.

Buildings on Lots used for single family, residential purposes shall not exceed 35' in height with an attached private garage for not less than one nor more than three cars, and with other approved by the Developer/Design Review Committee ("DRC" and/or "Committee", see Paragraph 10 herein) outbuildings incidental to the residential use of the premises.

Buildings on Lots used for two-family, residential purposes shall not exceed 35' in height with an attached private garage for not less than one nor more than three cars with respect to each dwelling unit, and with other approved by the Developer/DRC outbuildings incidental to the residential use of the premises.

While there is no limitation on when an Owner may begin construction of a dwelling on any of the residential Lots, construction of any such dwelling must be completed within one year from construction commencement, including landscaping, with respect to such dwelling.

All elevations of the Dwelling on Lots 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 119, 120, 121, 122, 123 and 124 shall be designed in a consistent and coherent architectural manner, and shall have a minimum opening (low window or door opening) elevation of 975.00, National Vertical Datum of 1929.

All elevations of the Dwelling on Lots 105, 106, 107, 108, 109 and 110 shall be designed in a consistent and coherent architectural manner, and shall have a minimum opening (low window or door opening) elevation of

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Return To: Oregon Parks Development, Inc.  
5440 Willow Rd, Suite 101  
Wausaukee, WI 53597

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Parcel I.D. No.: 165/0509-023-8704-1; 165/0509-023-8112-1;  
165/0509-023-8120-1; & 165/0509-023-8841-1

959.00, National Vertical Datum of 1929.

All elevations of the Dwelling on Lot 128 shall be designed in a consistent and coherent architectural manner, and shall have a minimum opening (low window or door opening) elevation of 964.00, National Vertical Datum of 1929.

2. **DWELLING TYPES, SIZES AND EXTERIOR MATERIALS.** A dwelling on any of the residential Lots shall be used for single and/or two-family, residential purposes exclusively.

Dwellings on Lots eighty-six (86) through ninety-nine (99) inclusive, and Lots one hundred twenty-two (122) through one hundred twenty-four (124) inclusive, and one hundred twenty-six (126) through one hundred twenty-eight (128) inclusive, shall not have less than 1,700 square feet of main floor area.

Dwellings on Lots one hundred (100) through one hundred four (104) inclusive, and Lots one hundred seventeen (117) through one hundred twenty-one (121) inclusive, shall not have less than 2,400 square feet of main floor area.

Dwellings on two-family or duplex Lots one hundred five (105) through one hundred sixteen (116) inclusive, shall not have less than 900 square feet of main floor area for each dwelling unit, 1,800 square feet of main floor area total for the duplex.

The Dwelling and improvements located on Lot 125 shall remain exempt from the architectural restrictions set forth in this Declaration. If, however, the Dwelling located on Lot 125 ever becomes completely destroyed by fire or other casualty and such Dwelling is then reconstructed, then the reconstructed Dwelling on Lot 125 shall conform to the requirements set forth in this Declaration, regardless of the ownership of such Dwelling. All newly-constructed Dwellings and other improvements constructed upon Lot 125 hereafter shall comply with the architectural restrictions set forth in this Declaration.

For purposes of determining floor area, stair openings shall be included, but open or screened porches, attached garages, breezeways and basements shall be excluded. The Developer/DRC shall be empowered to grant variations and exceptions to the above requirements when it deems such variations or exceptions to be desirable and consistent with the general appearance of the dwellings in this Subdivision. It must be noted that square footage does not substitute for quality and while a dwelling may be proposed that is equal to or greater than the required square footage, the Developer/DRC is not obligated to approve such plan. The Developer/DRC may however approve a proposed dwelling with less square footage if the Developer/DRC in its sole discretion deems that such dwelling is of equal appearance and quality to the appearance and quality of the dwellings in the immediate neighborhood.

Quality materials shall be used as exterior cladding for each dwelling. Most wood siding types shall be permitted, however "texture 1-11" or similar type materials are not permitted. When aluminum or vinyl siding is used it must be of good quality and textured. Fascia shall be a minimum 1" x 8".

All roofs shall have a minimum pitch of 7/12 unless prior approval is obtained from the Developer/DRC. Roofing materials shall be architectural quality composition shingles, wood shakes or tile.

All chimneys shall be fully enclosed.

All exterior materials and colors shall be submitted for approval. No dwelling shall be permitted to be erected unless materials and colors have been submitted and approval is obtained in writing.

Masonry is required at a dwelling's street elevation and encouraged for the rest of the home.

3. **BUILDING LOCATION.** Building setback lines shall conform to Village of Oregon zoning requirements applicable for the relevant zoning district; provided, however, that the duplex Lots one hundred five (105) through one hundred sixteen (116), inclusive, setbacks are: front yard 16 feet, side yard 6 feet, and back yard 20 feet, except in the case of duplex Lots 108, 109, and 110, the back yard setback shall be 24 feet.

A. Within the limitations of applicable zoning ordinances, the Developer/DRC may approve variances from the side yard and setback lines established herein when it finds that strict application thereof would result in peculiar and exceptional practical difficulties and undue hardship on the Owner of the Lot, without commensurate detriment to the Owners of abutting Lots.

B. This covenant as to building location shall not be construed to prevent the use of more than one Lot as one building site.

4. **PARKING, DRIVEWAYS, GARAGES.** Each dwelling shall have a concrete or bituminous driveway that shall be connected to the street. Garages shall be attached and harmonized with the house as to design,

materials, and finished floor elevations. We encourage side yard entry garages. Parking for single-family dwellings shall be prohibited on any portion of the Lot except in the driveway, or garage, or screened parking pad or screened carport. The Developer/DRC may grant variances for detached garages. Service or vacation vehicles owned or operated by residents of the dwelling shall be kept in the garage or shall be screened from view with appropriate landscaping, fence or carport. Boats, travel trailers, mobile homes, campers, and other recreational vehicles shall be kept in garages or shall be screened completely from view.

5. **TEMPORARY STRUCTURES.** No structure of a temporary character, and no trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

6. **PROFESSIONAL OR BUSINESS OFFICE.** A single family structure and/or a dwelling in a two-family structure may be used for a professional or business office when such office is incidental to a principal use as a family residence; is less than four hundred (400) gross square feet in area used; the business is conducted without a sign displayed on the premises and is permitted within applicable zoning laws.

7. **NUISANCES AND GENERAL APPEARANCE.** No noxious odors shall be permitted to escape from any building site and no activity which is or may become a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any dwelling site.

Each Owner shall be responsible for maintaining the Lot and all buildings thereon in neat appearance consistent with good property management at all times. This includes general upkeep and maintenance of the Lot from the time it was purchased regardless of whether a residence has been or is in the process of construction. No construction debris shall be permitted to be deposited on terraces, nor in adjacent Lots. When construction on a site ends all construction debris must be removed and the affected areas shall be restored within one week of completion weather permitting. The roadway must be cleaned regularly during construction.

No storage of building materials shall be permitted on any Lot unless a building permit has been issued and construction is imminent.

Except as otherwise set forth herein, no storage of vehicles, building materials or household goods shall be permitted on empty Lots at any time.

8. **GARBAGE AND REFUSE DISPOSAL.** No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All refuse shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from the street and from other Lots in the Plat.

9. **SATELLITE DISHES, SOLAR PANELS, RADIO TOWERS, FLAGPOLES, and POOLS.** No satellite dishes greater than 20" in diameter or radio towers shall be allowed. Solar collection panels shall be allowed with the written approval of the Developer/DRC if such devices are placed within an interior space of a dwelling or are completely screened from view and are located in the rear or side elevation of a dwelling. Satellite dishes 20" or less shall be placed only in the rear or side portion of a dwelling. Flag poles shall not exceed 8' in height and shall not be lit. Above ground pools are not allowed unless they are completely screened from view. A plan and prior written permission is required.

10. **DWELLING, BUILDING AND/OR STRUCTURE DESIGN REVIEW.** Buildings (including outbuildings) shall not be erected or placed on any of the Lots until plans, specifications, exterior colors, landscape plans and plot plan showing the location of such building have been submitted and approved in writing by the Developer or its representative and/or successor or the DRC.

Landscape plans may be submitted at a later date but not later than six months after construction commencement. The minimum landscape standards shall be 4 trees of minimum 1.5" caliper (for Lots that are not abutting woods or do not have woods on them). Two of the trees shall be deciduous and shall be planted within 3 feet of the front property line, as street-scape trees or, in the case of corner Lots, all 4 shall be deciduous and shall be planted 2 on each street within 3 feet of the street property lines. In addition all Lots shall be planted with 8 bushes of 24" in height and 20 plants of various types to be planted in close proximity to the dwelling's and/or building's front (and side if corner Lot) foundation.

If fencing is utilized with the prior written approval by the Developer/DRC, the fence will require additional shrubs.

After the Developer and its representatives, successors and assigns, cease to have any title to any Lot

subject to this Declaration or at such earlier time as the Developer and/or its representatives, successors and/or assigns may in its sole discretion determine, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under this Declaration, must be submitted to the Design Review Committee (“DRC” and/or “Committee”) for approval in writing by a majority of the members of said Committee. The Committee shall consist of three persons, elected by the Owners of a majority of the Lots (exclusive of outlots) within the Subdivision and, until the Developer and its representatives, successors and assigns cease to have any title to any Lot or earlier time as the Developer and its representatives, successors and assigns may determine, approved by Developer. For the purposes of determining the Owners of a majority of Lots, each Lot shall be entitled to one vote, regardless of whether one or more persons are title holder to the single Lot. Members of the Committee shall be Lot Owners within the Subdivision. The election of the Committee shall be held annually on the first Monday in May at 7:00 o’clock p.m. at a site selected by the Developer or the Committee. In the event of the failure of the Owners of a majority of the Lots within the Subdivision to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected. Decisions of the Committee shall be made by majority vote of the Committee members.

The Owner for review and filing shall furnish two paper copies or a digital version of such plans and specifications to the Developer/DRC. The Developer’s/DRC’s decision shall be in writing and may be in digital form via email. If the Developer/DRC fails to render its decision within thirty (30) days after submission of all plans and specifications, **approval shall be deemed not to have been obtained.** Notwithstanding any failure of the Developer/DRC to act, any building to be constructed on any Lot in the Plat shall conform to all minimum requirements of this Declaration as to building type, size and location.

The Developer/DRC shall have the right to reject any submission which, based on the sole opinion of Developer, or in the case of the DRC, of a majority of its members, is not in conformity with the design, provisions, and/or purpose of this Declaration. The Developer/DRC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to, or any interest in a, Lot agrees to hold the Developer/DRC harmless for any perceived discrepancies in the good faith performance of their duties. Notwithstanding any of the foregoing, Owners shall indemnify and hold harmless the Developer and/or members of the DRC with respect to their design decisions and approval authority, except for their gross negligence or willful misconduct. Refusal by the Developer/DRC of approval of submissions may be based on any grounds, including purely aesthetic grounds, that in the sole discretion of the Developer/DRC shall be deemed sufficient.

The Developer/DRC shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Declaration as well as to dwelling exterior materials, colors and architectural design. The Developer/DRC shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed to be suffered on account of the approval or disapproval of any submissions or on account of the development of any property within the Subdivision.

11. **FENCES AND OUTBUILDINGS.** Fences and outbuildings are not permitted unless approved by the Developer/DRC. All fences and outbuildings must have **prior written approval** from the Developer/DRC. **Chain link fences are not permitted.** Outbuildings shall not be permitted outside the Lot’s setbacks. Storage sheds shall be adequately screened from adjacent Lots, shall contain no more than 100 square feet of floor area and shall be constructed of materials and color schemes harmonious with the dwelling on the Lot and be approved in writing by the Developer/DRC. The Developer/DRC may grant variances in the square footage of outbuildings.

12. **SLOPE CONTROL AREAS.** Any graded slopes between Lots established by the Developer and the original grading plan shall remain permanent. Within these slope control areas, no structure, planting, or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each Lot and all improvements in them shall be maintained continuously by the Owner of a Lot, except for those improvements for which a public authority or utility company is responsible. From the time home construction commences on a Lot and until vegetation is established, the Owner of such Lot shall install and maintain a 3” clear stone weeper that is at least one foot wide on the down-slope side of the ditch or swale that abuts the front of such Owner’s Lot and at the edge of the side property line extended. The stone weeper may be removed once vegetation is fully established and the area must be seeded and mulched.

13. **TREE PRESERVATION.** Owner agrees to comply with the Covenants and Deed Restrictions

Relating to Tree Preservation recorded with the Dane County Register of Deeds Office on \_\_\_\_\_, 2017, as Document No. \_\_\_\_\_.

14. **ANIMALS AND POULTRY.** No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than three (3) domesticated pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. All pets shall reside within the dwelling structures or in an integral exterior structure approved by the Developer/DRC. Domestic animals shall not be allowed to annoy nor threaten other Lot Owners in the Plat. Animals shall not be permitted to run free in the streets or outlots. All pets must be in compliance with all County of Dane and Village of Oregon ordinances.

15. **HOME OWNERS ASSOCIATIONS.** The Developer shall form two (2) incorporated non-stock, not-for-profit Home Owners Associations: Two-Family Home Owners Association for Lots 105 through 110, Inc., and Two-Family Home Owners Association for Lots 111 through 116, Inc. (collectively, referred to hereinafter as the Associations, and individually, each referred to hereinafter as an "Association").

The Owner in fee simple of Lots one hundred five (105) through one hundred ten (110) inclusive shall automatically become a member of Two-Family Home Owners Association for Lots 105 through 110, Inc. This Association shall provide for the care, maintenance and repair, including snow removal, of the private road that is abutted by Lots owned by the members of this Association.

Additionally, the Owner in fee simple of Lots one hundred eleven (111) through one hundred sixteen (116) inclusive shall automatically become a member of Two-Family Home Owners Association for Lots 111 through 116, Inc. This Association shall provide for the care, maintenance and repair, including snow removal, of the private road that is abutted by Lots owned by the members of this Association.

Each Association is subject to the following terms and conditions:

- A. **Membership.** Said Association membership is appurtenant to the lot of said Owner and the ownership of the membership for a Lot shall automatically pass with fee simple title to the Lot. Each Owner shall automatically be entitled to the benefits and subject to the burdens relating to such membership. Membership in the Association shall be limited to the Owners of Lots.
- B. **Board of Directors.** The affairs of the Association shall be managed by a Board of Directors (hereinafter the "Board"), which may delegate any portion of its authority to an executive committee subject to applicable law. Notwithstanding anything to the contrary provided for herein, initially the members of the Board shall be appointed by the Developer, its successors or assigns, and need not be Owners of Lots. Developer's waiver of right to appoint the Board shall be effective upon the recording of a notarized statement of waiver in the office of the Dane County Register of Deeds. Until Developer, its successors or assigns, no longer holds any interest in the Lots, Developer, its successors or assigns, shall have the power and authority to appoint all directors and officers of the Associations. At such time as Developer, its successors or assigns, ceases to hold any interest in the Lots, the directors and officers of the Associations shall be chosen in accordance with the Association's Bylaws.
- C. **Voting of Owners.** Subject to the terms, conditions and limitations of the Articles of Incorporation and Bylaws of the Association, and the limitation on the election of the Board of the Association in Subparagraph (B) above, the Owner or Owners of each Lot shall be entitled to one vote as members of the Association for each such Lot owned by said Owner or Owners. Where more than one person or persons are Owners of one Lot, all shall be members of the Association, but they shall be cumulatively entitled to only one vote and they may cast their total one vote in proportion to their ownership of the Lot.
- D. **Bylaws and Articles.** The purposes and powers of the Association and the rights and obligations with respect to Owners set forth in this Declaration may and shall be amplified by provisions of the

Articles of Incorporation and Bylaws of the Association.

- E. **Certain Rights and Obligations of the Association.** The Association shall have and may exercise any right or privilege given to it expressly by this Declaration or the Articles of Incorporation or Bylaws, or reasonably to be implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges.
- F. **Assessment for Common Expenses.** All Owners, except Developer as provided below in Subparagraph J. of this Paragraph 15, shall be obligated on an annual basis to pay the estimated assessments imposed by the Board to meet the common expenses. "Common Expenses" means and includes all sums lawfully assessed against the members by the Association as expenses of administration, operation, maintenance, or repair of property owned by the Association, including Outlot(s) or private road, and expenses declared Common Expenses by provisions of this Declaration. The assessments shall be allocated among the Lots on an equal basis. Assessments for the estimated Common Expenses shall be due in advance, on the first day of each year. The Board shall prepare and deliver or mail to each Owner an itemized annual statement showing the various estimated or actual expenses for which the assessments are made. The assessment made for Common Expenses shall be based upon the requirements deemed to be such aggregate sum as the Board shall from time to time determine is to be paid, for the purpose of defraying the costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, to provide for the payment of all expenses growing out of or connected with the administration, operation, maintenance, or repair of the Outlot(s) and the private road as applicable, which sum may include, but is not limited to, expenses of management, paying real estate taxes and special assessments, premiums for insurance, snow removal, legal and accounting fees, capital expenditures, deficits remaining from a previous period, and other costs and expenses relating to the operation of the Association or to the maintenance of the Outlot(s) and the private road, as applicable. The omission or failure of the Board to fix the assessment for any reason shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay same. At the end of any calendar year, the Board may, but shall not be required to, refund to each Owner his, her or their proportionate share of funds then held by the Association which are not deemed to be necessary to meet the Common Expenses. The Association shall assess all Owners equally.

For members of Two-Family Home Owners Association for Lots 105 through 110, Inc., and Two-Family Home Owners Association for Lots 111 through 116, Inc., the initial annual per Lot standard assessment shall be \$100.00 per Lot for the private road. This assessment may be changed by vote of the members of the Association as herein provided. The Board of the Association may from time to time adjust the method of assessment set forth in this Subparagraph F. as they deem appropriate in order to distribute the charges in a manner that more accurately reflects the level of services and benefits available to, and anticipated to be used by, the Lots, and the costs and expenses to the Association of providing such services.

Further, all Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described above in this Subparagraph F. for which the annual charges levied thereunder are inadequate or to remedy any violation of any Owner of the terms of this Declaration. Special charges may be assessed against all Lots in the manner provided for above in this Subparagraph F., or, if such expenses arise from an Owner's violation of the terms provided in this Declaration, or out of damage caused to any of the Common Areas (see Paragraph 16 below), the Association may levy special charges in the amount of such expense on the Lot of the Owner who commits the violation. Notwithstanding the foregoing, no special charges shall be levied under this Subparagraph F. against any Lot owned by Developer until an occupancy permit has been issued for a dwelling on said Lot.

- G. **Collection; Association Liens.** The right to collect or enforce the collection of charges is hereby

exclusively delegated to the Association. The Association shall have the sole right to bring any and all actions and proceedings for the collection of all sums assessed by the Association but unpaid when due for the share of Common Expenses chargeable to any Lot and such sums shall from such date constitute and remain a lien on such Lot, until paid, with interest thereon from the due date at the rate specified in this Subparagraph G. until paid in full, and for the enforcement of liens therefor. If attorneys' fees, court costs and associated collection charges are incurred by the Association to collect an unpaid share of the Common Expenses, these shall be added to the amount due from the member. All unpaid charges shall be subject to 18% interest per year or the highest interest rate allowed by law per annum until paid in full. Liens for unpaid assessments or charges may be obtained or enforced in conformity with Section 779.70 Wis. Stats. Each Owner, by acceptance of a deed to a Lot, acknowledges and agrees that the methods of assessing and collecting charges, whether annual or special charges, under this Paragraph 15 are fair and reasonable, agrees to the same, and waives any and all rights under any provision of law (other than by amendment under Paragraph 18 hereof) to limit such assessments, use a different method of apportionment, require that assessments be the approval of a majority of the members of the Association, or require the assessments to be levied and assessed pursuant to Section 779.70, Wis. Stats. Any liens securing unpaid charges arising by virtue of this Paragraph 15 shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall prevent or impede the collection of lawful charges, taxes or similar charges by any governmental authority having jurisdiction over the relevant real property in the Subdivision. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, in the same manner as an action to foreclose a real estate mortgage. The Association shall, upon the written request of an Owner or purchaser of any Lot, issue a Certificate of Status of Lien. All of the Association's costs of collecting any delinquent charges, including, without limitation, costs of staff time, reasonable attorneys' fees, title charges, court costs and other costs incurred shall be added to and become a part of such charge.

- H. Owner's Obligation.** The amount of the Common Expenses and/or special charges assessed against each Lot shall be the personal and individual debt of the Owner or Owners thereof at the time the assessment is made or accrued upon the land owned during the period of ownership. Suit to recover a money judgment for unpaid Common Expenses and/or special charges, and costs of suit and attorney's fees, shall be maintainable without foreclosing or waiving the lien securing same. No Owner may become exempt from liability for the contribution towards the Common Areas (see Paragraph 16 below), by waiver of the use or enjoyment of any of the Outlot(s) or private road or by abandonment of a Lot.
- I. Liability.** The grantee of a Lot, shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the proportionate share of the Common Expenses and/or special charges up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor.
- J. Limitations on Assessments Against Developer's Lots.** Notwithstanding the foregoing, any Lot owned by Developer shall be exempt from the charges, whether annual and/or special charges, set forth in this Paragraph 15. If, however, any Lot owned by Developer is so exempt, the annual charges payable by non-exempt Owners under Subparagraph F. of this Paragraph 15 shall not exceed the amount set forth in the budget per vote that they would be charged if all of the Lots in the Association, were fully assessable. If this results in the total charges under Subparagraph F of this Paragraph 15 being insufficient to cover the total expenses for that year, then Developer shall pay any deficiency. Furthermore, in no event shall Developer be charged with any charges to fund replacement reserves.

**16 COMMON AREAS.** Use of Outlots 11 and 12 of the Subdivision shall be restricted as follows:

A. Outlot 11 shall be owned by Two-Family Home Owners Association for Lots 105 through 110, Inc. and shall be maintained as set forth below, and may not be used for any purpose (including, without limitation, agricultural purposes), except as provided herein. Two-Family Home Owners Association for Lots 105 through 110, Inc. shall provide for the care, operation, management, maintenance and repair of Outlot 11 in accordance the provisions of this Declaration. Subject to the immediately following sentence, Outlot 11 shall remain for in common ingress and egress and public utility easement purposes in accordance with the easement for driveway and common access for Lots 105 through 110 set forth below and the Common Access Driveway Easement In Common for Ingress and Egress and Public Utility Easement as set forth on the Plat with respect to Outlot 11. No buildings or other structures, other than contemplated for the driveway and common access for Lots 105 through 110, may be constructed on Outlot 11, nor may any of such Outlot be further subdivided, without approval of the Village of Oregon. Notwithstanding any other term, provision or condition contained herein to the contrary, a perpetual easement shall exist over that portion of Outlot 11 labeled on the Plat as "Outlot 11 Dedicated and Granted To Two-Family Home Owners Association For Lots 105 through 110, Inc. to be Used for a Common Access Driveway Easement In Common for Ingress and Egress and Public Utility Easement" for the mutual benefit of Lots 105 through 110 as a common driveway. The Owners of Lots 105 through 110 shall share equally in the costs of maintaining, repairing and replacing the common driveway.

B. Outlot 12 shall be owned by Two-Family Home Owners Association for Lots 111 through 116, Inc. and shall be maintained as set forth below, and may not be used for any purpose (including, without limitation, agricultural purposes), except as provided herein. Two-Home Owners Association for Lots 111 through 116, Inc. shall provide for the care, operation, management, maintenance and repair of Outlot 12 in accordance the provisions of this Declaration. Subject to the immediately following sentence, Outlot 12 shall remain for in common ingress and egress and public utility easement purposes in accordance with the easement for driveway and common access for Lots 111 through 116 set forth below and the Common Access Driveway Easement In Common for Ingress and Egress and Public Utility Easement as set forth on the Plat with respect to Outlot 12. No buildings or other structures, other than contemplated for the driveway and common access for Lots 111 through 116, may be constructed on Outlot 12, nor may any of such Outlot be further subdivided, without approval of the Village of Oregon. Notwithstanding any other term, provision or condition contained herein to the contrary, a perpetual easement shall exist over that portion of Outlot 12 labeled on the Plat as "Outlot 12 Dedicated and Granted To Two-Family Home Owners Association For Lots 111 to 116, Inc. to be Used for a Common Access Driveway Easement In Common for Ingress and Egress and Public Utility Easement" for the mutual benefit of Lots 111 through 116 as a common driveway. The Owners of Lots 111 through 116 shall share equally in the costs of maintaining, repairing and replacing the common driveway.

17. **DURATION OF DECLARATION.** This Declaration shall run with the land and shall be binding upon all Owners of Lots covered by this document for a period of 25 years from the date this document is recorded, after which time it shall automatically stand renewed for successive 10-year periods unless this Declaration is terminated, revoked, or amended as hereinafter provided, or as provided by law.

18. **AMENDMENT AND TERMINATION.** Any provision contained in this Declaration may be amended, or additional provisions may be added to this Declaration, or this Declaration may be terminated or revoked, by the recording of a written instrument or instruments specifying the amendment or addition or the fact of termination and revocation, executed by the Owners as shown by the records in the Office of the Register of Deeds of the County of Dane, Wisconsin, of the Owners of two-thirds (2/3) of the Lots of the development, and provided further, that so long as the Developer continues to own one Lot, which are held for sale, no rights contained in this Declaration may be amended or modified without the written consent of the Developer. Such action regarding the Declaration shall be, by written agreement, executed by the requisite number of Owners and



shall become effective when it is recorded in the office of the Dane County Register of Deeds. Upon and after the effective date of any such change or changes, the same shall be binding upon all Owners, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

Until such time as the Developer has sold at least ninety percent (90%) of the Lots subject to this Declaration, the Developer reserves the right to amend or otherwise modify this Declaration without the consent of any other Owner.

Notwithstanding anything in this Declaration to the contrary, this Declaration may also be amended solely by the Developer if the Developer shall determine that any amendments to this Declaration shall be necessary:

- A. in order for existing or future Mortgages to be acceptable to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or other mortgage lender in the Developer's sole discretion, or
- B. in order to clarify any apparently conflicting provision or to correct any mistakes or errors of a clerical nature resulting from typographical or similar errors, in the Developer's sole discretion, or
- C. in order to negotiate new agreements regarding the use of any of the Outlot(s) with the Village of Oregon or any other governmental or private not for profit conservancy agency, or
- D. in order to change the number of votes as members of the Association for the Owner or Owners of each Lot to one vote per the owner or owners of each dwelling for the purposes of either Association for private road whose members are an Owner or Owners of two-family Lots.

Developer shall have and hereby specifically reserves the right and power to make and execute any such amendment as described in the foregoing Subparagraphs A. through D. of this Paragraph 18 without obtaining the approval of any Lot Owners. Each such amendment shall be made, if at all, by the Developer prior to the sale of all of the Lots by Developer.

Notwithstanding the foregoing provision of this Paragraph, the Developer shall not lower the minimum requirements herein stated except as herein stated.

19. **ENFORCEMENT.** This Declaration and any covenants, rules, provisions, conditions or requirements contained herein may be enforced by the Developer, the DRC, the two-family or duplex Lots Associations, and/or any Lot Owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same, whether to restrain the violation or to recover damages. Any person or persons violating or attempting to violate this Declaration and/or any covenants, rules, provisions, conditions or requirements contained herein shall be responsible to pay the Developer, the DRC, the two-family or duplex Lots Associations, and/or any Lot Owner its and/or their attorneys' fees, disbursements and courts costs incurred in connection with any suit or action brought to enforce any such provisions of this Declaration. It is expressly understood that the Village of Oregon has no enforcement authority concerning this Declaration, its covenants and restrictions.

20. **SEVERABILITY.** Invalidation of any one of these rules, provisions, conditions, requirements or covenants within this Declaration by judgment or court order shall in no way affect any of the other rules, provisions, conditions, requirements or covenants within this Declaration, which shall remain in full force and effect.

21. **NO WAIVER.** Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provisions of this Declaration.

22. **LIMITED LIABILITY.** Obligations placed by or arising pursuant to this Declaration upon the Developer, its officers, members, directors, attorneys, agents, the DRC, and the Lot Owners, relative to any property within the Subdivision shall be limited to the cost required to perform the obligations. Neither the Developer, its officers, members, directors, attorneys, agents, the DRC nor any Lot Owner shall be liable for any damage, loss, or expense incurred by any Lot Owner, and/or owner's family, or guests or invitees of a Lot Owner, by reason of any occurrence arising out of or related to the use of the Outlot(s) or any other property within the Subdivision. By acceptance of a conveyance, each Lot Owner consents to provisions of this Declaration, accepts

responsibilities as a Lot Owner and agrees to indemnify and hold the Developer, its officers, members, directors, attorneys, agents, the DRC, and every other Lot Owner harmless from and against any loss, damage, or expense, including reasonable attorneys' fees incurred by reason of any claim made by such Owner and/or owner, members of such Owner's and/or owner's family, or guests, or invitees of such Owner and/or owner, related to the obligation or placed by or arising pursuant to this Declaration, and/or arising out of or related to the use of the Outlot(s) or any other property within the Subdivision.

23. **AUTHORITY.** Each person signing this Agreement on behalf of any party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party.

**IN WITNESS WHEREOF,** the undersigned owner of record of the Plat of Oregon Parks Neighborhood Addition has executed the foregoing instrument.

OREGON PARKS DEVELOPMENT, INC.

By: \_\_\_\_\_  
Kyo Ladopoulos, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN )  
  )SS  
COUNTY OF DANE     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above-named Kyo Ladopoulos, Secretary of the above-named Corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Dane County, Wis.  
My commission expires on \_\_\_\_\_

\_\_\_\_\_  
Kyo Ladopoulos

\_\_\_\_\_  
Katrina Ladopoulos

STATE OF WISCONSIN )  
  )ss.  
COUNTY OF DANE     )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above-named Kyo Ladopoulos and Katrina Ladopoulos and to me known to be the Owners of Lot 125, who executed the foregoing instrument, and acknowledged the same.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**CONSENT OF LIENHOLDERS**

The undersigned mortgagee or other lienholder, having an interest in the real estate subject to the transactions, transfers, and/or easements described herein, does hereby consent to the foregoing.

Dated: \_\_\_\_\_, \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

STATE OF WISCONSIN )  
  )SS  
COUNTY OF DANE     )

Personally came before me this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the above-named \_\_\_\_\_ and \_\_\_\_\_, of \_\_\_\_\_, to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, who executed the foregoing instrument as such officers of the corporation.

\_\_\_\_\_  
Notary Public, Dane County, Wis.  
My commission expires on \_\_\_\_\_

This document was drafted by:

Troy M. Hellenbrand, Esq.  
Hellenbrand & Hellenbrand S.C.  
5695 Tuscan Lane  
Waunakee, WI 53597  
(608) 849-6899

and should be returned to:

Oregon Parks Development, Inc.  
5440 Willow Rd, Suite 101  
Waunakee, WI 53597