

Declarations of conditions, covenants,  
Restrictions and Easements for First Addition  
to Park Ridge, Lots 38, 53-58 and Outlot 10  
in the City of Madison, Dane County, Wisconsin  
Document Title

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DANE COUNTY  
REGISTER OF DEEDS**

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070836207170 CDH

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WRDA Rev. 7/2/2010

# DECLARATIONS OF CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS FOR FIRST ADDITION TO PARK RIDGE, LOTS 38, 53-58 AND OUTLOT 10, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

WHEREAS, in the development of the First Addition to Park Ridge, the developer neglected to include certain lots in the Declarations of Conditions, Covenants, Restrictions and Easements, as required under the Specific Implementation Plan of the Planned Urban Development for the area; and

WHEREAS, the owners of those lots not presently covered under the Declarations, specifically lots 38, 53-58 and Outlot 10, wish to provide for consistent treatment with the remainder of the lots of the First addition, for their benefit and for the benefit of the entire development,

NOW, THEREFORE, the owners hereby declare and provide that all of the above described lots in said plat in the City of Madison, be subject to the following restrictions, covenants, conditions and easements, as well as the provisions as set forth in the specific implementation plan as recorded in Documents 1953507 and 2329013 of the Dane County Registry.

1. The lots shall be used for residential purposes only and no structure shall be erected, altered, placed or permitted to remain on any lot or part thereof, other than:
  - a. Lots 38, 53-58 including modifications or variations thereof, shall be utilized exclusively for duplex residential structures, each living unit having or less than one or more than two automobile garage stalls and located within an attached or basement garage.
  - b. Only two (2) domestic animals may be had in any of the residential units and must be housed within the principal structure. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for fee or not.
  - c. Accessory buildings are expressly prohibited, except where approved and authorized by the owners or their subsequent approving authority.
  - d. Landscape planting and maintenance of the premises and adjoining street terrace, where applicable, shall be the responsibility of the lot owner with complete visual screening of the front, rear, or side boundaries of the public streets, it is the responsibility of the abutting lot owner to maintain same in a safe and travelable condition.
  - e. The following minimum floor requirements shall apply. Each residential unit in a duplex shall have not less than 1000 square feet for a single story or raised ranch and not less than 1025 square feet for a two story duplex unit. Two story duplex units shall have not less than 500 square feet of living space on the first floor level of each living unit. For the purpose of determining floor area, stair openings shall be included, but open porches, screened porches, attached

garages and basements, even if the basements are finished off for recreational use, shall be excluded.

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

3. No building previously erected elsewhere shall be moved onto any lot in said plat, excepting new prefabricated construction which has been approved by the owners as hereinafter set forth.

No building shall be erected or placed on any lot until the plans, specifications, plot plan and elevation showing the location of such building have been approved in writing by a committee of three (3) person designated by the Board of Directors of Park Ridge Owners Association, pursuant to the By-Laws of said corporation. This committee will serve as the approving authority.

The failure to secure approval shall not be grounds for forfeiture of title.

4. No plans shall be approved unless the owner furnishes a plot plan which indicates the elevation of the house relative to the street elevation which must be furnished to the approving authority, to be kept by it and such approval shall not be granted unless the finished grade is compatible to the finished grade of adjacent lots if such lots have been previously approved or unless such grade is compatible to what the approving authority, deem to be the reasonable desirable grade level for the lot in question. The approving authority, shall maintain a copy of all approved previous plot plans for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow the approving authority, or either of the adjacent neighbors a cause of action against the person violating such grading plan.

Plans may be disapproved if the exterior design of the proposed structure is not compatible with adjoining buildings on a given outlot cul-de-sac, or if a proposed exterior design does not follow the architectural theme assigned to such cul-de-sac.

No plans shall be approved unless the owner also submits a landscaping plan which shall be compatible with the theme assigned to the cul-de-sac. In the event the owner of a lot fails to plant or maintain the lot in accordance with the approved landscaping plan, the Park Ridge Owners Association or the adjoining lot owners shall have a cause of action against the person violating the landscaping plan, or in the alternative, may cause the necessary maintenance and planting to be done and assess the cost against the lot owner.

5. The owner shall not change the elevation of the utility easement in excess of six inches without permission of Madison Gas and Electric Company and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six inches.

6. No fences over three feet in height shall ever be permitted (with the exception of compliance of local ordinances with respect to enclosed private swimming pool areas) unless such fences are approved by the approving authority. No outbuildings shall ever be erected on the premises without the approval of the approving authority.
7. Parking of service vehicles owned or operated by residents of the duplexes is prohibited unless they are kept in garages. Storage of boats travel trailers, mobile homes, campers and other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading.
8. All lots having frontage on an outlot shall be subject to a general charge or assessment, determined by the Park Ridge Owners Association for the purposes of defraying the costs of maintaining the landscaping, maintaining hard surfaced areas and lighting of such outlot, as shown in the plat. Such annual charge shall be determined as provided in the By-Laws of said association. The owners of record as of the assessment date of each year shall be personally responsible for the assessment for that year and such assessments shall also be a lien against the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date the assessment is made. Such amount shall be payable on or January 10 of that year and if not paid by January 10, shall draw interest at the highest allowable by law. If not paid on or before March 1 of each year, the associations shall have the right to take judgment against the owner for the amount plus accrued interest and reasonable costs of collection with the interest after judgment to be at the maximum allowable rate.
9. All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of expenses incidental to the enforcement of the recorded Declarations of Conditions, Covenants, Restrictions and Easements covering said lots, including in the cost of any vacant or unkempt lot, its maintenance and the removal of weeds, grass or any other unsightly or undesirable objects therefrom, provided however, that written notice shall be given to the owner of the lot informing him of any demands for correction or violation at least ten (10) day prior to the institution of legal proceedings or correction of defaults. Such assessments shall be a lien on the real estate, as well as a personal obligation of the owner, except that the lien shall be subordinate to any prior existing mortgage or other liens of record. The association shall have the absolute right to enter upon any vacant lot for the purposes of enforcing the terms and conditions of the preceding paragraph.
10. The right to collect or enforce the collection of the charges of special assessments is hereby exclusively delegated to the association. The purchase of lots shall be personally obligated to pay such charges and special assessments upon the land purchased, provided, however, that notice of such delinquent assessments had been filed of record so as to constitute a lien on the property and notice to the purchaser.
11. Any future special assessments for street light, street trees, public sidewalks, or a any other City of Madison special assessments charged to any lot cornering on the public street and an outlot or charged to an outlot shall be shared equally by all lots fronting on the same outlot. The owners of record as of the assessment date shall be personally

responsible for the assessment and such assessment shall be a lien against the real estate, but such lien shall be subordinate to any existing mortgage or other lien of record prior to the date of the assessment. It shall be the responsibility of the Park Ridge Owners Association to collect such assessment and reimburse the owner of lots cornering the public street and the outlot. Any such assessment not paid by the date such assessment to the owner lot is due and payable to the City Of Madison shall bear interest at the rate of 12% per annum. If legal action is commenced to obtain payment, reasonable costs of collection may be charged against the delinquent owner.

12. This declaration shall run with the land and shall be binding upon all owners and property covered by this document for a period of three (3) years from the date this document is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods, unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty (50) percent of the local assessed valuation of all the lots subject to this document and also approved by the City of Madison.

IN WITNESS WHEREOF, the following property owners have hereunto caused this instrument to be executed.

**THE BALANCE OF PAGE 4 AND PAGES 5 THROUGH 8 OF THIS DOCUMENT HAVE NOT BEEN INCLUDED SO AS TO PROTECT THE IDENTITY OF PERSONS SIGNATORY THERETO FROM POSSIBLE FORGERY AND OTHER ILLEGAL ACTS. THESE PAGES ARE ON FILE IN PRHA RECORDS AND WILL ONLY BE RELEASED ON WRITTEN REQUEST TO PRHA FOR LEGITIMATE AND LEGAL PURPOSES.**