

2232704

DECLARATION OF  
CONDITIONS AND COVENANTS  
FOR PLAT OF

RECORDER'S OFFICE  
DANE COUNTY, WI.  
JANE LIGHT  
REGISTER OF DEEDS  
RECORDED ON

JILL ADDITION TO INDIAN SPRINGS IN THE

City of Madison, Dane County, Wisconsin

Nov 6 9 32 AM '90

VOL 15012 PAGE 53

WHEREAS, Southaven Associates, a Wisconsin Limited Partnership, owner of the plat known as the Jill Addition to Indian Springs located in the City of Madison, recorded in Volume 56-98A of Plats on page(s) 286/287, in the Dane County Register of Deeds Office, will be benefitted through the installation by the City of Madison of street trees and street lighting within the public right-of-way for all lots included in said plat. Madison, Dane County, Wisconsin

NOW THEREFORE, the undersigned owner, hereby declares and provides that all lots in said plat in the City of Madison are subject to conditions and covenants as follows:

1. That the owner concurs with the City of Madison's policy to promote and enhance the beauty and general welfare of the City through the planting and maintenance of street trees or shrubs and installation and maintenance of street lights, within the public right-of-way, adjacent to the owner's property.
2. That the owner acknowledges that it is the City of Madison's policy to assess the full cost, including inspection and supervision, of the initial installation of street trees and street lights.
3. That the owner, his heirs, successors and assigns, waives notice and hearing to the assessment for street trees and street lights in accordance with Subsection (18) of Section 66.60, Wisconsin Statutes, Section 66.62, Wisconsin Statutes, Paragraph (11), Section 10.10, and Paragraph (10), Section 10.39, Madison General Ordinances.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

17 day of October, 19 90.

SOUTHAVEN ASSOCIATES, a  
Wisconsin Limited Partnership

(SEAL)

by *Daniel Sinykin*  
Daniel Sinykin, General Partner

State of Wisconsin)  
County of Dane ) ss

Personally came before me this 17 day of October, 19 90.

The above named Daniel Sinykin

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same, as the general partner of Southaven Associates, a Wisconsin limited partnership, by its authority for the purposes therein contained.

*Mary L. Jiru*  
Notary Public, Dane County, Wisconsin  
Mary L. Jiru  
My Commission Expires 4/21/91

Drafted by:

Return to: Gary Dallmann  
Room 115, City-County Building  
City Engineering Division  
210 Martin Luther King, Jr. Boulevard  
Madison, WI 53709

1950

2232705

DECLARATION OF  
CONDITIONS, COVENANTS AND RESTRICTIONS FOR

RECORDER'S OFFICE  
DANE COUNTY, WI.  
JANE LIGHT  
REGISTER OF DEEDS  
RECORDED ON

JILL ADDITION TO INDIAN SPRINGS

Nov 6 9 32 AM '90

CITY OF MADISON, DANE COUNTY, WISCONSIN

VAL 15012 PAGE 54

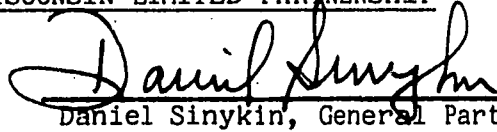
ship  
WHEREAS, Southaven Associates, a Wisconsin Limited Partner/owner of Lots,  
97 through 191, inclusive in the plat known  
as Jill Addition to Indian Springs, a recorded plat in  
Volume 56-98A of Plats on Pages 286 and 287 in the Office of the  
Register of Deeds for Dane County, Wisconsin will construct certain public works  
improvements in construction phases as authorized by Madison General Ordinance  
16.23(9)(c) to provide service to said lots; and

WHEREAS, authority to construct said public works improvements in construction  
phases is contingent upon the owner recording a deed restriction restricting the  
sale of those lots included in future construction phases without prior approval  
of the City of Madison.

NOW, THEREFORE, the undersigned owner hereby declares and provides that Lots  
97 through 191, inclusive  
in the said Jill Addition to Indian Springs in the City of  
Madison, Dane County, Wisconsin shall not be sold nor transferred until such time as  
an instrument is recorded by the City of Madison in the Dane County Register of Deeds  
Office, approving the sale or transfer of said lots. The owner shall be entitled to  
a release of the restrictions contained herein at such time as surety is provided to  
the City of Madison to ensure the performance of the contract for subdivision improv-  
ements for any future construction phase.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 28  
day of September, 1990.

SOUTHAVEN ASSOCIATES, A WISCONSIN LIMITED PARTNERSHIP

  
Daniel Sinykin, General Partner

STATE OF WISCONSIN) S.S.  
COUNTY OF DANE )

Personally came before me this 28th day of September,  
1990 the above named Daniel Sinykin, to be  
known to me to be the person(s) who executed the foregoing instrument, as said general  
partner of Southaven Associates, a Wisconsin limited partnership, by its authority for  
the purposes therein contained.

  
Mary L. Jifu NOTARY PUBLIC, Dane County, WI

My Commission Expires: 4/21/91

Drafted By:

City Engineering Division  
Madison, WI

← 2 return

1700

RELEASE OF PART OF THE DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS FOR  
JILL ADDITION TO INDIAN SPRINGS PLAT  
CITY OF MADISON, DANE COUNTY, WISCONSIN

2269344

Vol 16110 PAGE 16


WHEREAS, as part of the recording of the plat of Jill Addition to Indian Springs, a Declaration of Conditions, Covenants and Restrictions was recorded restricting the sale of Lots 97 through 191, inclusive, until such time as the owner provides the City of Madison with surety bonds, irrevocable letters of credit or other acceptable surety to insure performance of the contract for construction of public works improvements to serve said lots, and,

WHEREAS, the owner has submitted acceptable surety to the City of Madison to guarantee the installation of public improvements to serve Lot 149 and Lots 167 through 188, inclusive, in said plat.

NOW, THEREFORE, the Declaration of Conditions, Covenants and Restrictions for that portion of Jill Addition to Indian Springs Plat listed below is hereby released by the City of Madison:

That part of the Declaration of Conditions, Covenants and Restrictions for Lot 149 and Lots 167 through 188, inclusive, in the Jill Addition to Indian Springs Plat as recorded in Volume 15012 of Records on Page 54, Document No. 2232705, in the Dane County Register of Deeds Office is hereby released.

CITY OF MADISON, WISCONSIN

  
\_\_\_\_\_  
Mayor Paul R. Soglin

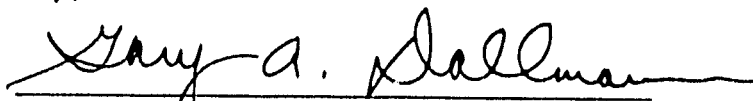
  
\_\_\_\_\_  
Louise Prooster, Deputy for  
Andre Blum, City Clerk

RECORDED OFFICE  
DANE COUNTY, WI.  
JUN 17 10 00 AM '91  
REGISTER OF DEEDS

JUN 17 10 00 AM '91

STATE OF WISCONSIN )  
COUNTY OF DANE ) SS

Personally came before me this 17<sup>th</sup> day of June, 1991, the above-named Paul R. Soglin, Mayor, and Andre Blum, City Clerk, to me known to be such officers of the City of Madison who executed the foregoing instrument and acknowledged the same as the deed of said City of Madison, a Wisconsin municipal corporation, by its authority, pursuant to Resolution No. 47923, adopted by Common Council of the City of Madison on June 4, 1991.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission Expires: 4/17/94

Drafted by: City Engineering Division  
Madison, Wisconsin

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RELEASE OF PART OF THE DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS FOR  
JILL ADDITION TO INDIAN SPRINGS PLAT  
CITY OF MADISON, DANE COUNTY, WISCONSIN

RECORDER'S OFFICE  
DANE COUNTY, WI.  
JANE LICHT  
REGISTER OF DEEDS  
RECORDED ON

2354844 May 19 1 53 PM '92

WHEREAS, as part of the recording of the plat of Jill Addition to Indian Springs, a Declaration of Conditions, Covenants and Restrictions was recorded restricting the sale of Lots 97 through 191, inclusive, until such time as the owner provides the City of Madison with surety bonds, irrevocable letters of credit or other acceptable surety to insure performance of the contract for construction of public works improvements to serve said lots, and,

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WHEREAS, the owner has submitted acceptable surety to the City of Madison to guarantee the installation of public improvements to serve Lots 114 through 124, inclusive, and 127 through 143, inclusive, in said plat.

NOW, THEREFORE, the Declaration of Conditions, Covenants and Restrictions for that portion of Jill Addition to Indian Springs Plat listed below is hereby released by the City of Madison:

That part of the Declaration of Conditions, Covenants and Restrictions for Lots 114 through 124, inclusive, and 127 through 143, inclusive, in the Jill Addition to Indian Springs Plat as recorded in Volume 15012 of Records on Page 54, Document No. 2232705, in the Dane County Register of Deeds Office is hereby released.

CITY OF MADISON, WISCONSIN

Paul R. Soglin  
Mayor Paul R. Soglin

Louise Droster  
Louise Droster, Deputy City Clerk

STATE OF WISCONSIN)  
COUNTY OF DANE ) SS

Personally came before me this 18<sup>th</sup> day of May, 1992, the above-named Paul R. Soglin, Mayor, and Louise Droster, Deputy City Clerk, to me known to be such officers of the City of Madison who executed the foregoing instrument and acknowledged the same as the deed of said City of Madison, a Wisconsin municipal corporation, by its authority, pursuant to Resolution No. 48.006, adopted by Common Council of the City of Madison on April 21, 1992.

Alsa Hermetzke  
Notary Public, State of Wisconsin

My Commission Expires: 3-19-95

Drafted by: City Engineering Division  
Madison, Wisconsin

2 return

1230

RELEASE OF PART OF THE DECLARATION OF CONDITIONS,  
COVENANTS AND RESTRICTIONS FOR  
JILL ADDITION TO INDIAN SPRINGS PLAT  
CITY OF MADISON, DANE COUNTY, WISCONSIN

2426489

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WHEREAS, as part of the recording of the plat of Jill Addition to Indian Springs, a Declaration of Conditions, Covenants and Restrictions was recorded restricting the sale of Lots 97 through 191, inclusive, until such time as the owner provides the City of Madison with surety bonds, irrevocable letters of credit or other acceptable surety to insure performance of the contract for construction of public works improvements to serve said Lots, and,

WHEREAS, in exchange for the owner constructing street improvements abutting public lands elsewhere in said plat, the City has completed the installation of an equivalent amount of street improvements abutting Lots 125, 126 and 160 through 162 of said plat by a public works contract.

NOW, THEREFORE, the Declaration of Conditions, Covenants and Restrictions for that portion of Jill Addition to Indian Spring Plat listed below is hereby released by the City of Madison:

That part of the Declaration of Conditions, Covenants and Restrictions for Lots 125, 126 and 160 through 162, inclusive, in the Jill Addition to Indian Springs Plat as recorded in Volume 15012 of Records on Page 54, Document No. 2232705, in the Dane County Register of Deeds Office is hereby released.

City of Madison, Wisconsin

Paul R. Soglin  
Mayor Paul R. Soglin

Louise Droster  
Louise Droster, Deputy City Clerk

STATE OF WISCONSIN )  
                                  )ss.  
COUNTY OF DANE        )

Personally came before me this 22<sup>nd</sup> day of December 1992, the above named Paul R. Soglin, Mayor to me known to be such officer of the City of Madison who executed the foregoing instrument and acknowledged the same as the deed of said City of Madison, a Wisconsin municipal corporation, by its authority, pursuant to Resolution No. 48325, adopted by the Common Council of the City of Madison on November 5, 1991.

Helen S. Basset  
Notary Public, State of Wisconsin  
My Commission Expires: 8-25-96

This instrument was drafted by:  
City of Madison, Engineering Division

→ return

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STATE OF WISCONSIN }  
                          } ss.  
COUNTY OF DANE        }

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Personally came before me this 17<sup>th</sup> day of December, 1992, the above named Louise Droster, to me known to be such officer of the City of Madison who executed the foregoing instrument and acknowledged the same as the deed of said City of Madison, a Wisconsin municipal corporation, by its authority, pursuant to Resolution No. 48325, adopted by the Common Council of the City of Madison on November 5, 1991.

Risa Vedman  
Notary Public, State of Wisconsin  
My Commission Expires: 3-19-95

This instrument was drafted by:  
City of Madison, Engineering Division

RECORDED IN OFFICE  
DANE COUNTY W.I.  
JANE LIGHT  
REGISTER OF DEEDS  
RECORDED ON  
Dec 23 1 39 PM '92

2230987

RECORDERS OFFICE  
DANE COUNTY, WI.  
JANE LIGHT  
REGISTER OF DEEDS  
RECORDED ON

OCT 26 12 13 PM '90

RESTRICTIONS AND COVENANTS  
FOR PLAT OF  
JILL ADDITION TO INDIAN SPRINGS

VOL 14961 PAGE 15

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, URBAN FARM ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin Limited Partnership, the owner of real estate described as follows:

Lots Seventy-seven (77) through and including One Hundred Ninety-six (196) and Outlots Nine (9), Ten (10) and Eleven (11), Jill Addition to Indian Springs, in the City of Madison, Dane County, Wisconsin, according to the recorded plat thereof

for the purpose of preserving the value of the lots aforesaid, does hereby declare and provide that all of said lots in said subdivision shall be used only for the purposes and in the manner set forth hereinafter, and shall be subject to the following restrictions, covenants, and conditions, for the term and time hereinafter specified.

PART B. AREA OF APPLICATION

B-1. FULLY-PROTECTED RESIDENTIAL AREA. The residential area covenants in Part C hereof shall apply to all of the lots in said subdivision, except as otherwise provided under paragraph C-1, Part C, below.

PART C. RESIDENTIAL AREA COVENANTS

C-1. LAND USE AND BUILDING TYPE. No lot in said subdivision shall be used except for residential purposes, including gardens; provided, however, that lots designated or approved by the Architectural Control Committee may be used for church, school or other permitted or conditional uses as stated in the R-2 single family category of the City of Madison's Zoning Ordinances. No building other than a church or school shall be erected, altered, placed, or permitted to remain on any lot other than one detached single-family residential dwelling unit not to exceed two and one-half stories in height. Each residential dwelling unit shall have a private garage for each family unit of not less than one (1) nor more than two (2) cars which garages shall be attached to the dwelling unit.

C-2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and

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specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, including exterior colors and materials to be applied to said structures, and as to location with respect to topography and finish grade elevation. There shall be a variation in building elevations on adjacent lots. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. DWELLINGS, LANDSCAPING, DRIVEWAYS. The minimum landscaping for each single family residential dwelling unit shall consist of: (1) seeding or sodding all lawn areas; (2) two (2) shade trees planted in each unit's front yard [at planting each tree to have a diameter of at least 1 1/4 inches and a height of at least 10 feet]; and (3) front yard foundation plantings spaced at a minimum of one every three (3) feet. All residential dwelling units and the minimum landscaping shall be completed within nine (9) months after the issuance of a building permit by the City of Madison. All driveways shall be of concrete or asphalt and shall be installed within nine (9) months after issuance of a certificate of occupancy by the City of Madison.

C-4. VEHICLE AND/OR EQUIPMENT STORAGE. The storage of boats, trailers, travel trailers, campers or recreational vehicles of any nature is prohibited in the front or rear yard or on any vacant lot. Such equipment and/or vehicles may be stored in the side yard parallel to a non-street lot line between the front and rear of any dwelling constructed upon said lot, provided the view of said equipment and/or vehicle shall be screened by a fence or plantings which screening has been approved by the Architectural Committee. The temporary storage of such vehicles in the front yard for the purpose of loading or unloading for a period not to exceed twelve (12) hours is permitted. No automobiles, trucks or other vehicles shall be parked on lawns at any time. No commercial vehicles, including trucks, semi-trailers or trailers, may be stored or parked overnight in the Subdivision, except in an enclosed garage.

C-5. BUILDING LOCATION.

- (a) As to Lots 129 through 144, no building shall be located closer than fifteen (15) feet to a rear lot line, six (6) feet to an interior non-public street lot line, or less than ten (10) feet from any lot line fronting on Artesian Lane. As to said lots there shall be a minimum driveway length of eighteen (18) feet from a lot line.

- (b) No building shall be located nearer than 6 feet to an interior lot line, except that no side yard of more than 3 feet shall be required for a garage or other permitted accessory building.
- (c) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot except as provided herein at Paragraph C-6.
- (d) The Architectural Committee shall have the power to authorize a variance from any of the requirements of this paragraph C-5 and paragraphs C-3 and C-4 above, if it finds in its absolute discretion that the strict application thereof would result in peculiar or exceptional practical difficulties or undue hardship to the lot owner without commensurate benefit to the owners of neighboring lots.

C-6. CONSTRUCTION ON ADJOINING LOTS. Nothing contained herein shall be construed to prohibit the construction of a residential dwelling unit or private garage partially on one lot and partially on an adjoining lot without regard to side yards between adjoining lots, provided that all such lots are owned by the same person or persons and provided that any subsequent division of such lots shall provide for the areas, side yards, and setbacks set forth in these restrictions.

C-7. EASEMENTS. No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

C-8. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-9. TEMPORARY STRUCTURES. No structure of a temporary character, 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.

C-10. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than six square feet advertising the property for sale or rent, church signs, or signs without regard to size used by the developer, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the subdivision and/or its developer.

C-11. ANIMALS. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No animal enclosure, house, pen or fence or similar device shall be placed in the front yard of any lot.

C-12. GARBAGE AND REFUSE DISPOSAL. No lot or outlot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except 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. No trash, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

C-13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-14. FENCES. No fence, wall, hedge or series of shrub plantings shall be placed or permitted in any yard of any lot in said subdivision, without the express written approval of the Architectural Committee.

C-15. OUTBUILDINGS. No outbuilding, shed, play house or accessory building of any nature shall be erected on any lot without the prior written approval of the Architectural Committee.

C-16. ANTENNAE/WIND POWERED ELECTRIC GENERATORS. No wind powered electric generators, exterior television, radio receiving, or transmission antennae, satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot without prior written approval of the Architectural Committee.

C-17. FIREWOOD STORAGE. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a non-street side yard and screened from street view by plantings or a fence approved by the Architectural Committee.

C-18. SOLAR COLLECTORS. No active solar collector or apparatus may be installed on any lot unless such installation is first approved in writing by the Architectural Committee which shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat against or parallel to the plane of the roof shall be preferred.

C-19. LIGHTING. Exterior lighting installed on any lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent lots.

C-20. OUTLOT AND P.U.D (G.D.P.-S.I.P.) ZONED LOTS MAINTENANCE LOTS 129 THROUGH 144. A. It shall be the equal and undivided responsibility of the Owners of Lots One Hundred Twenty-nine (129) through and including One Hundred Forty-four (144) to maintain Outlots Nine (9), Ten (10) and Eleven (11) in said plat. Within said Outlots, maintenance shall include the timely removal of snow and ice from paved driveways and walkways, the patching, repairing, striping and re-surfacing of said driveways and walkways and the removal of trash and debris therefrom so as to keep and maintain each of said Outlots in an attractive, neat and clean condition. Refuse generated by lot owners abutting said Outlots 9, 10, and 11 must be transported by said lot owners to Artesian Lane for City of Madison pick-up.

B. All landscaping, including fencing, trees, shrubs and plant beds installed by or caused to be installed by the developer, Southaven Associates, a Wisconsin Limited Partnership, or its assigns on Lots 129, 130, 131, 132, 136, 137, 141, 142, 143, and 144 as part of the requirements of the recorded P.U.D. (G.D.P.-S.I.P.) zoning text shall be maintained by the owners of said lots. Maintenance shall include watering, pruning and routine fertilizing and mulching of all such plantings and plant beds, replacement of dead, dying and/or diseased trees and shrubs, prompt removal of weeds, trash and debris from plant beds and areas reasonably adjacent to shrubs and trees so as to keep said landscaping in a healthy, attractive and neat condition.

If of the owner of any lot described in Paragraph C-20. B. above after reasonable notice, fails or refuses to perform the maintenance described herein, the Architectural Committee through its duly authorized agents or employees, shall have the right to enter upon said lot at reasonable hours to perform said maintenance. The costs of the materials and labor to perform such maintenance shall draw interest and become an assessment against said lot enforceable by filing a lien with the Clerk of Circuit Court in the manner described in Paragraph C-21 below.

C-21. MANAGING OWNER FOR OUTLOT MAINTENANCE - SELECTION AND DUTIES. (1) An annual meeting of the owners of the lots described in Paragraph C-20. A. the owners of the majority of said lots present and voting shall select one or more among them who shall be the Managing Owner(s). Said Managing Owner shall be primarily responsible for carrying out the requirements of Paragraph C-20, and shall be entitled to receive reasonable compensation therefor. An annual meeting of said lot owners shall be held on the first Tuesday of March at which meeting the Managing Owner(s) shall be elected.

(2) On or before April 1st of each said Managing Owner shall establish an annual operation budget to pay and provide for that year's annual Outlot maintenance as described in Paragraph C-20. Said budget shall include a reasonable reserve for repairs and replacements, liability and workmen's compensation insurance, accounting and legal services, the purchase, maintenance and storage of equipment, administrative expenses, compensation for the Managing Owner(s) and real estate taxes if said Outlots are not exempt from said taxes. The Managing Owner(s) shall then establish an equal annual assessment for each lot described in Paragraph C-20, and shall notify each lot owner of the amount of the assessment due. All assessments shall be due and payable in full on June 1st of each year. Assessments which are not time paid shall bear interest at the rate which is the higher of 12% per annum or 2% above the prime interest rate floating as established by Valley Bank, its successors or assigns, until paid in full. Assessments not paid with 45 days of their due date shall be subject to the filing of a lien with the Clerk of Circuit Court which lien may be collected as provided by law with all costs of collection, including attorneys' fees, paid by the delinquent lot owner.

(3) The developer or a majority of the owners of the subject lots described at Paragraph C-20. A. may elect to incorporate a not for profit homeowner's association to take title to Outlots 9, 10 and 11, which corporation shall thereby assume and perform the duties and obligations described in Paragraph C-20. and C-21.

PART D. ARCHITECTURAL COMMITTEE

D-1. MEMBERSHIP. The Architectural Committee is composed of the following persons:

Daniel Sinykin	-	One East Main Street P.O. Box 2719 Madison, Wisconsin 53701-2719 (608)257-3911
Michael E. Skindrud	-	One East Main Street P.O. Box 2719 Madison, Wisconsin 53701-2719

A majority of the committee may designate a representative to act for it. The initial designated representative shall be Daniel Sinykin. In the event of the death or resignation of any member of the committee, the remaining member shall have full authority to designate a successor.

D-2. ARCHITECTURAL CONTROL. No structure, whether residence, accessory building, tennis court, swimming pool, antenna (whether located on a structure or on a lot), flag pole, wall, landscaping or other improvements shall be constructed, maintained or performed upon any lot and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specifications and plot plans therefor shall have been submitted to and approved in writing by a majority of the Architectural Committee. Said plans, specifications, and plot plans shall show the exterior design, height, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such plan specifications and plot plans as finally approved shall be deposited with the Architectural Committee.

D-3. PLAN REVIEW. The Architectural Committee shall review said plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation.

D-4. PROCEDURE. The Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications or any other matters requiring approval have been submitted to it, or in any event, if no suit to enjoin construction has been commenced prior to the completion thereof, and the issuance by the City of Madison of a

Certificate of Occupancy, approval shall not be required and the related covenants shall be deemed to have been complied with fully.

D-5. RECORDS. The Architectural Committee shall maintain written records of all applications submitted and of all actions taken by it. Until such time as all lots are sold, all plans, applications and requests shall be submitted to said Committee at the following address: Indian Springs Architectural Committee, c/o Daniel Sinykin, P.O. Box 2719, One East Main Street, Madison, Wisconsin 53701-2719.

D-6. ARCHITECTURAL COMMITTEE LIABILITY. Neither the Architectural Committee nor any member thereof shall be liable for damages to any person submitting a request for approval or to any owner of any lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests.

D-7. VARIANCE. The Architectural Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of these Restrictions and Covenants if it finds that the strict application thereof would, in its opinion, result in peculiar or exceptional practical difficulties or undue hardship to the lot owner without commensurate benefit to the owners of neighboring lots.

#### PART E. GENERAL PROVISIONS

E-1. TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part or to terminate the same.

E-2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages, or both.

E-3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

