

**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR LOTS 1-28 OF ROCKCLIFFE SUBDIVISION,  
TOWN OF YORK, GREEN COUNTY, WISCONSIN**

WHEREAS, the Developer desires to control the purpose for which the Lots (except to the extent otherwise expressly provided herein) are used, to maintain a high standard of quality with respect to the development and maintenance of the Lots (except to the extent otherwise expressly provided herein) and the structures constructed thereon, and to facilitate the same, to obligate the Owners of the Lots (except to the extent otherwise expressly provided herein) or any part thereof to be bound by certain conditions, restrictions, reservations and easements for the benefit of each and every Lot Owner (except to the extent otherwise expressly provided herein);

NOW, THEREFORE, the Declarant hereby declares and provides that the Subdivision and each and all of the Lots are hereby subject to the following restrictions, covenants, conditions and easements (see attached for complete legal description):

**ARTICLE I  
STATEMENT OF PURPOSE**

The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot (except to the extent otherwise expressly provided herein); to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of the material and color schemes; to insure the highest and best residential development of the Subdivision to encourage and secure the construction of attractive residential structures thereon (except to the extent otherwise expressly provided herein), and to insure peaceful, quiet country living for all residents in the Subdivision.

**ARTICLE II  
NO ADDITIONAL LOTS**

No Lots shall be subdivided so as to create additional building parcels. This Covenant shall not be construed to prevent the use of one Lot and part of another Lot, as a building parcel, so long as no additional Lot or building parcel is created thereby.

**ARTICLE III  
ARCHITECTURAL REVIEW COMMITTEE**

Composition. The Architectural Review Committee shall initially consist of Paul/Jill Chapman. In the event of the death or resignation of a member of the Committee, the remaining member shall have full authority to designate a successor. At such time as they deem appropriate, the Architectural Review Committee may direct that a new Architectural Review Committee be

elected by the Subdivision Homeowners Association as established in the Bylaws of the Subdivision Homeowners Association.

Liability. No member of the Architectural Review Committee shall be legally liable to the Declarant, Association, or any Lot Owner for any act or omission relative to the good-faith performance of duties performed under this Declaration. Notwithstanding any of the foregoing, the Subdivision Homeowners Association shall indemnify and hold harmless the members of the Architectural Review Committee except for their gross negligence or willful misconduct.

#### ARTICLE IV ARCHITECTURAL REVIEW PROCEDURE

No building shall be erected, placed or altered on any Lot until the construction plans, specifications, landscaping plan and site plan showing the building location and elevation, the septic system location, and the elevation of adjacent structures have been approved in writing by the Architectural Review Committee. No approval shall be granted if the proposed elevations and finished grades are not compatible with the street elevation and the finished grade adjacent structures and Lots, if such adjacent structures have previously been approved or unless such grades are compatible with what the Committee deems to be the reasonably desirable grade level for the Lot in question. In reviewing all plans, the Architectural Review Committee shall pay particular attention to exterior elevations, location of chimneys, materials, roof pitch and roofing materials, soffits, fascia, siding and landscaping. The following standards shall be adhered to in design and construction. The Architectural Review Committee shall reserve the right to make such exceptions as it in its discretion deems necessary and proper.

Subdivisions. In addition to such other information which the Architectural Review Committee may reasonably request, each Owner shall submit the following to the Architectural Review Committee in conjunction with any requested approval of any improvement upon any Lot:

- a. Drawings of the proposed structures showing, at a minimum, floor plans, elevations or all views of the structure, driveway location, outbuildings, auxiliary structures, wall details, satellite dishes, structure locations, fences, wells, on-site sewage treatment facilities, outdoor recreational equipment, and playground equipment;
- b. Descriptions of exterior finishes, roofing types and lighting materials, and upon request of the Architectural Review Committee, samples of such materials;
- c. Landscape plans for the Lot identifying proposed grades, areas of woods, lawn, garden areas and narrative summary of landscaped maintenance;
- d. Architectural specifications for the above.

If the Architectural Review Committee fails to render its decision on the preliminary or final development plans within ten (10) days of their submission, or upon any resubmitted preliminary

or final development plans within ten (10) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to and approved by, the Architectural Review Committee.

A submission will not be complete, and the ten (10)-day approval time set forth above shall not commence until all documents required in this Section have been submitted. All such submissions shall be made to the Declarant or to such other address that the Architectural Review Committee may designate. Declarant shall then call a meeting of the Architectural Review Committee to consider such plans and specifications. The Architectural Review Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Architectural Review Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Architectural Review Committee's decision shall be in writing.

**Standards.** The Architectural Review Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Architectural Review Committee:

- a. are not in conformity with the restrictions in this Declaration; or
- b. are not desirable for aesthetic reasons; or
- c. are not in harmony with buildings located on the surrounding Lots; or
- d. have exterior lighting, exterior signs, exterior television or satellite antennae, fencing or landscaping, which are not desirable for aesthetic reasons; or
- e. are not in conformity with the general purposes of this Declaration.

**Occupancy.** No building or other improvement shall be occupied unless it has been approved by the Architectural Review Committee.

**Hold Harmless.** The Architectural Review Committee shall exercise its approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Architectural Review Committee harmless for any perceived discrepancies in the Architectural Review Committee's good-faith performance of its duties. Refusal of approval of plans and specifications by the Architectural Review Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Architectural Review Committee shall be deemed sufficient.

Liability of Architectural Review Committee. The Architectural Review Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- a. The approval, conditional approval or disapproval of any plans and specifications, whether or not defective;
- b. The construction or performance of any work, whether or not pursuant to approved plan and specifications; or
- c. The development of any property within the Subdivision.

## ARTICLE V ARCHITECTURAL RESTRICTIONS

All Lots (exclusive of Lot 1 as expressly provided for herein) and all improvements thereon shall be subject to the following architectural restrictions:

Single Family Houses. Only single family houses based upon cottage style, tudor, craftsman, colonial, or traditional styles shall be permitted. Prairie school style homes are not permitted in this plat. Traditional style is the main goal of the plat. But eclectic touches will be allowed. The Architectural Review Committee shall be the sole judge whether submitted plans conform to this restriction. Aesthetic considerations will be of primary importance and will take precedence over objective criteria. The submission of preliminary plans and elevations is encouraged.

Single Story Houses. Single story houses shall have not less than 1200 square feet on the main level. The garage is not less than 450 square feet. The main level is defined as the level totally above finished grade. Single story homes will be allowed, but not required on, Lots 1-6, 10-12, 15-18, 21, 22, and 25-28.

Two-Story Houses. Two-story houses shall have not less than 1400 square feet on the first and second floor area and a garage of 450 square feet or more.

Reduction of Minimum Floor Requirements. The above minimum floor area requirements may be reduced by the Declarant or its subsequent agent, in the event the proposed architectural design and quality of the house is such that it presents an appearance comparable or superior to the appearance of other houses built in the Subdivision development which conform to the above requirements.

Computation of Square Footage. For the purpose of determining floor area, stair openings shall be included but porches, screened porches, breezeways, attached garages and basements shall not be considered in determining square footage requirements.

Garages. Unless otherwise approved by the Architectural Review Committee, all houses shall have attached two or three car garages. Larger garages may be permitted upon approval of the Architectural Review Committee. Garage doors will be permitted to face the street but it is encouraged they don't if possible. Porticos with garages unattached will be allowed if deemed tasteful by the Architectural Review Committee.

Accessory Buildings. Accessory buildings are expressly prohibited in the front or side yard of any Lot but may be constructed in the rear yard of a Lot with the prior written approval of the Architectural Review Committee. Such Accessory buildings shall not exceed 24 feet in width by 24 feet in length by 18 feet in height to peak. Accessory buildings must match the house in materials (i.e. siding, roofing, construction). No metal pole buildings will be permitted.

Exterior Walls. The exterior walls of each building shall be constructed of brick, stone, stucco or wood. All houses shall be brick/stone on the front elevations. Wood/stucco/vinyl may be used as accent, however, on the front elevations such as dormers, porches, and build-outs, unfaced concrete block, structural concrete, prefabricated metal siding and the like shall not be permitted without the prior written approval of the Architectural Review Committee. Most siding types will be permitted. However, "Texture 1-11" siding or other similar siding is not permitted. All siding must be stained or painted or pit-finished. Because the colors available in stains, paints and finishes vary greatly, the desired color schemes must be submitted with the building plans for approval.

Color of Exterior Surfaces. It is the intent of the Architectural Review Committee to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular house as well as for the Subdivision development. The overall color schemes must be submitted with the building plans for approval. Any changes in color scheme from original colors must be pre-approved by the Architectural Review Committee.

Chimneys. All chimneys and all exterior flues shall be enclosed.

Facia. Facia shall be cedar, redwood, pine or cement board. No aluminum facia will be permitted. Cement board is preferred. Facia must be 8 inches minimum depth.

Soffits. Soffits may be aluminum or wood.

Roofing. Roofing must be architectural type, textured, fiberglass or asphalt shingles, wood shakes, tile or slate. Fiberglass shingles shall be 220 pound weight or greater. Standard three-in-one/3 tab or "T" Lock shingles are not permitted.

Roof Pitch. Roof pitch shall be 6/12 (6 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Architectural Review Committee.

Relocation of Existing Structures Prohibited. No building previously erected elsewhere shall be moved upon any Lot unless approved by the Architectural Review Committee.

Fences. No fences or walls shall be erected without prior approval of the Architectural Review Committee. Fences are encouraged, but will be strictly regulated. Picket (painted/vinyl), iron (traditional), split rail and other attractive fencing types will be allowed. Barbed wire and woven wire will not be permitted except where abuts the Lots farmland.

Partition Fences. For any Lot which abuts upon or is adjacent to land used for agriculture, farming or grazing purposes, the Lot's Owner at its sole cost and expense, upon request by either the Declarant or the Architectural Review Committee, shall erect, keep and maintain partition fences, satisfying the requirements of the Wisconsin Statutes and Town Code of Ordinances for a legal and sufficient fence between such land and the Lot.

Signs. No signs of any type shall be displayed in public view on any Lot without the prior written consent of the Architectural Review Committee, except lawn signs of not more than six square feet in area advertising a home or Lot for sale and/or except as otherwise expressly provided for herein. The Declarant may display a sign of a larger size to identify the Subdivision as having Lots available. The Declarant may erect permanent signs at entrances identifying the Subdivision. Lot 28 would be the designated Lot for a permanent sign (at the entrance to the plat).

Building Sites. No building or any part thereof shall be located closer than thirty (30) feet from the front, right of way or rear lot line or nearer than ten (10) feet from the side line of any Lot. Should more than a single Lot be used as a single building site, the side Lot lines shall refer only to side boundaries between adjacent Owners. The site plan of all buildings must be approved by the Architectural Review Committee. It is expected that buildings be approximately centered between side lot lines. All buildings should be sited on the Lot to present their most desirable face to the street and where possible, should be related to buildings on adjoining Lots. The Developer or its successors shall have the right, in its sole discretion, to approve reasonable variations to the above front yard and side yard setbacks, depending on Lot topography, septic system-drain field requirements and other conditions or where strict enforcement of these setback provisions would work a hardship.

Use of Outbuildings and/or Temporary Dwellings. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof erected on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any building of a temporary character be used as a dwelling.

Driveways. All driveways from the garage to the private street shall be paved with bituminous concrete (asphalt), concrete (cement), brick or seal coat within one year from the date of issuance of the building permit. Driveway culverts shall be installed under all driveways by the Lot Owner where deemed necessary by the Architectural Review Committee. All driveway culverts shall be arch-shaped with an eighteen (18") inch pipe equivalent diameter minimum and shall have apron-end sections on each end. Stone, boulder, timber, or concrete walls at culvert ends or anywhere else in dedicated street right-of-ways are strictly prohibited.

Mailboxes and Yard Lights. The Developer shall provide mailboxes in accordance with the regulations of the United States Post Office Department. Lot 28, nearest Highway 39, shall be the

site of the mailboxes, with a pull-off lane provided for access. Exterior lighting on each Lot shall be of such focus and intensity so as the residents of adjacent Lots shall not be disturbed. Each homeowner, at his or her expense, also may install a post light approved by the Architectural Review Committee in the front yard of the Lot. Each such post light shall use only a direct wire and shall be controlled by a photo cell. The Lot Owner shall maintain the fixture and light bulb.

Landscaping. Each Owner shall install foundation and other plantings such that the overall appearance of home and land is in harmony with its setting.

Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

Construction Deadline. Each residential structure erected shall have its entire external construction completed and the Lot fully seeded and driveway paved with 12 months from the date of issuance of the building permit except for delays in completion due to inability to obtain building materials, strike, war or acts of God. Extensions of time due to other reasons may be permitted by the Architectural Review Committee due to extraordinary circumstances.

General. All buildings, dwellings, garages, outbuildings, satellite dishes, fences, walls, basketball hoops, lawn ornaments, tennis courts, swimming pools or other structures constructed or erected on any Lot shall be approved prior to construction, in writing, by the Architectural Review Committee.

However, the Architectural Review Committee is authorized to grant variances from any provision of this Article V or this Declaration where such variance would assist in carrying out the spirit and interest of this Declaration, where strict application of the provision would result in the hardship to the person seeking the variance.

Front and Side Yard Requirements. Where one and one-half, two or more Lots are acquired as a single-building site, the building envelope shall refer only to the side boundaries bordering the adjoining property owners provided the Lot Owner otherwise complies with the ordinances of Green County regarding combination of adjoining Lots. The Developer or its successors shall have the right, in its sole discretion, to approve reasonable variations to the above front yard and side yard setbacks, depending on Lot topography, septic system-drain field requirements and other conditions or where strict enforcement of these setback provisions would work a hardship provided any such variance shall conform with the requirements of the Green County Zoning Ordinances.

## ARTICLE VI USE RESTRICTIONS

Parking of Vehicles. The parking or storage of automobiles, service vehicles, tractors, lawn tractors, trailers, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles and other recreational vehicles is prohibited unless they are kept in garages. Semi-tractors and trucks

of over one ton capacity shall not be temporarily or permanently kept on any Lot except in conjunction with providing services of a temporary nature to the Owner of such Lot. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading.

Lot Appearance. Each Lot Owner shall be responsible for maintaining the Lot and structures approved by the Architectural Review Committee in a neat condition.

Trash. Trash containers must be visually screened and may be placed at the trash collection site only on days of trash collections. No garbage or refuse shall be placed on any Lot. No trash, cuttings, leaves, rocks or earth may be deposited on any Lot. Screened composting facilities may be maintained subject to the approval of the Architectural Review Committee.

Pets. Not more than three (3) domestic pets may be permanently kept on any Lot. No animals, livestock, i.e., cattle, horses, pigs, donkeys, llamas, alpaca, 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 animals must be housed within the principal structure and no external kennels will be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not. No Owner may keep a dog whose barking creates a nuisance to neighbors. When outside the principle residence, dogs must be on leash or under control of underground pet fence with collar. No animal having vicious propensities shall be kept or maintained either inside or outside the principle dwelling. All pet owners are responsible for their pets waste if going beyond their lot lines.

Activities/Nuisances Prohibited. No noxious or offensive trade, hobby or any activity may be carried out on property nor shall anything be done which may be or will become a nuisance to the Subdivision. The Property shall be used for only residential purposes (except as otherwise expressly prohibited for herein) and not for agricultural purposes. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. Trash and garbage containers shall not be visible to the public except on days of trash collection. The operation of any motorbike, car or other motorized device within the Subdivision shall be deemed a nuisance if the sound generated therefrom is an annoyance to neighbors. Operation of snowmobiles, ATVs, dirt bikes or other off-road recreational vehicles is prohibited.

Yards. No clotheslines or other clothes-drying apparatus shall be permanently installed upon any Lot. No wind-powered electric generators, exterior television or radio receiving or transmitting antennae or satellite receiving dish shall be placed without approval of the Architectural Review Committee. Seasonal decorations are permitted; however, other yard decorations and sculptures, including wildlife reproductions, chainsaw art, silhouettes, etc. are prohibited without approval of the Architectural Review Committee.

Firearms. No firearms shall be discharged within the Subdivision.

## ARTICLE VII UTILITY SYSTEMS

Private Sewerage Systems. Each Lot shall be served by a private sewerage system approved for use on the site by the appropriate governmental authorities. All private sewerage systems shall be constructed in such a way as to minimize its visual or environmental impact on the Lot or Outlot. Mound components shall be incorporated into existing grade when practical. Vent cover shall be maintained as close to grade as possible.

Access, Easements and Right-of Way. No Owner may grant any access, easement, right-of-way, or sell lands or use other means to give adjacent lands access to any Lot or Lots.

Utilities. Except for temporary service during construction, all electrical, telephone, natural gas and other utility lines within the Subdivision shall be constructed underground. To the extent practical, such utility lines and utility easements shall be adjacent to driveways.

## ARTICLE VIII LANDSCAPING RESTRICTIONS

Landscaping in Drainage Ways. No Owner shall grade or obstruct any swale or drainage way whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from other Lots through such swale or drainage way. This shall include the drainage ditches along the streets.

Landscaping in 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 or impede the flow of surface water in drainage channels in the easement. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Lot Owner shall not change the finished grade on a utility easement by more than 6 inches without the consent of the utility company.

Lawns. All yards shall be fertilized and sodded, or fertilized, seeded and mulched.

Maintenance of Landscaping. The maintenance of the plantings and yard areas is the responsibility of the Lot Owner.

## ARTICLE IX PROVISIONS FOR USE AND OWNERSHIP

The Association. The Subdivision Homeowners Association shall be formed by the Developer upon or before recording of the Plat and shall be responsible from time to time adopt so as to

further the interests of the Lot Owners in the Plat. It shall have all powers necessary or desirable to effectuate such purposes.

The Association shall have easements to and shall maintain as a common expense entry signs, decorative pillars, lights and/or a monument identifying the Subdivision and landscaping therefore to be constructed and installed by Developer. Maintenance shall include electrical lighting charges, sign repair, maintenance of landscaping within the area and road maintenance of the blacktop entrance roads provided by the Developer.

a. Membership. The Owner of a Lot shall automatically become a member of the Association. By acceptance of the deed or other instrument of conveyance, the Owner(s) of each Lot consents to such Owners membership in the Association. Said 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 of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. Membership in the Association shall be limited to the fee simple Owners of the Lots in the Plat, except that in case of a land contract, the vendee, and not the vendor, shall be a member. The Association shall have authority to manage the Outlots which have been conveyed to the Association by Declarant in accordance with the Declaration for Outlots.

b. Board of Directors. The affairs of the Association shall be managed by a Board of Directors. Notwithstanding anything to the contrary provided for herein, until Developer has sold all of the Lots in the Plat which are subject to this Declaration or such earlier time as determined by the Developer, the members of the Board of Directors 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 of Directors shall be effective upon the recording of a notarized statement of waiver in the office of the Green County Register of Deeds.

c. Voting of Owners. Subject to the terms, conditions and limitations contained in the Articles of Incorporation and Bylaws of the Association, and the limitation on the election of the Board of the Association in Subsection 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 such persons shall be members of the Association, but they shall be cumulatively entitled to only one vote per such Lot, and they may cast their total one vote in proportion to their ownership of such Lot.

d. Bylaws and Articles. The purposes and powers of the Association and the rights and obligations with respect to the members thereof shall be governed by the Bylaws of the Association; provided that, however, such Articles of Incorporation and Bylaws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

e. Certain Rights and Obligations of the Association. The Association shall have and may exercise any right of privilege given to it expressly by this Declaration, the Articles or

Bylaws or reasonably to be implied by law, or which may be necessary or desirable to fulfill its duties, obligations, rights or privileges. The Association shall not be empowered or entitled to change the pro rata interest or obligations of any individual Lot for the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards.

f. Assessment for Common Expenses. All Lot Owners, including Developer, shall be obligated on an annual basis to pay the estimated assessments imposed by the Board of Directors to meet the common expenses. "Common Expenses" means and includes all sums lawfully assessed against the members of the Association as expenses of administration, operation, maintenance or repair as applicable, and 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 of Directors shall prepare and deliver or mail to each Lot Owner an itemized annual statement showing the various estimated or actual expenses for which the assessments are made. The assessments made for Common Expenses shall be based upon the requirements deemed to be such aggregate sum as the Board of Directors shall from time to time determine is to be paid to provide for the payment of all expenses growing out of or connected with the administration, operation, maintenance, taxes upon, or repair of the Outlots and the Association as applicable. At the end of any calendar year, the Board of Directors may, but shall not be required to, put extra funds towards next year assessments, therefore decreasing the assessments, if deemed feasible by the Board. Snow removal is the primary assessment of the common private road shared by all. Lots 1-6 will have a separate assessment for their use than Lots 7-28, since these two roads do not connect.

g. Roadways. The roadways providing access to the Lots will remain private roadways. These roadways are for the use of the lot owners and their guests. The roads cannot be used to access any adjoining future subdivisions. Initial paving of the roadways will be made by the developer within three (3) years of the date of this declaration or when houses are built on one-half of the lots. After the roadways are paved, it shall be the responsibility of the Subdivision Homeowners Association to maintain the roadways and the expense of maintaining the roadways shall be allocated among the lots on an equal basis as set forth herein. Provided, however, the cost of snow removal on the roadways becomes a shared expense among the lot owners immediately upon the purchase of a lot. Each lot is responsible either for 1/6th of the snow removal expense for the roadway which serves six lots, or 1/22nd of the total cost of snow removal for those lots served by the other roadway.

h. Lien. The Association shall have the sole right to collect all sums assessed by the Association but unpaid for the share of Common Expenses chargeable to any Lot, and such sums shall constitute a lien on such Lot. 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.

i. Owner's Obligation. The amount of the Common Expenses assessed against each Lot shall be the personal and individual debt of the Lot Owner or Owners thereof at the time the assessment is made. Suit to recover a money judgment for unpaid Common Expenses, and costs of suit and attorneys fees, shall be maintainable without foreclosing or waiving the lien securing same. No Lot Owner may become exempt from liability for the contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Outlot or by abandonment of a Lot.

j. 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 up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor any unpaid assessment.

## ARTICLE X MISCELLANEOUS

Successors and Assigns. The covenants and agreements set forth in this Declaration, and the easements granted hereunder, shall be perpetual, shall bind Declarant and the Association and their successors and assigns, and shall run with the land.

Governing Law; Partial Invalidity. This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. If any term of this Declaration shall to any extent be held invalid or unenforceable, the remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

Enforcement. In the event any party seeks to enforce its rights, hereunder, such action shall be reviewed in Green County. In the event of alleged material breach of this Declaration, the breaching party shall be entitled to thirty (30) days advance written notice of the alleged breach. Any alleged breach not cured within such (30) thirty-day period, may be subject to an action in the Green County Circuit Court, or if all parties agree, to binding arbitration under the then-in-effect Rules of the American Arbitration Association. In any action, either in the Courts or by arbitration, the prevailing party shall be entitled to an award of its actual costs and all reasonable attorneys fees.

Private Right of Action. The Architectural Review Committee shall not be responsible for inspecting any construction to ensure compliance with the approved plans, but any Lot Owner, including the Declarant, shall have the right to bring legal action to enjoin any noncompliance or violation as set forth.

Term of Covenants. 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 an instrument terminating or changing such covenants, in whole or in part, is signed by at least two-thirds of the Lot Owners and recorded in the office of the Green County Register of Deeds.

Validity. Invalidation of any of these covenants or restrictions or any severable part of any covenant or restriction by judgment or court order, shall in no way affect any of the other provisions, which shall remain in full force and effect.

Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes.

Amendments and Changes. This Declaration may be amended or modified at any time by the written approval of three-quarters of the lot owners with each lot entitled to one vote.

Dated this \_\_\_\_\_ day of November, 2003.

\_\_\_\_\_  
Paul R. Chapman

**Authentication**

Signature of Paul R. Chapman authenticated this  
\_\_\_\_\_ day of November, 2003.

\_\_\_\_\_  
Thomas J. Vale, State Bar No. 1005724  
TITLE: MEMBER STATE BAR OF WISCONSIN

**Acknowledgement**

STATE OF WISCONSIN       )  
                                      ) ss.  
COUNTY OF GREEN        )

Personally came before me this \_\_\_\_\_ day of  
November, 2003, the above named Paul R. Chapman,  
to me known to be the person who executed the  
foregoing instrument and acknowledged to same.

\_\_\_\_\_  
Notary Public, State of Wisconsin.  
My commission expires \_\_\_\_\_.

\_\_\_\_\_  
This instrument was drafted by Thomas J. Vale, attorney at law, a member of the firm of Duxstad, Vale & Bestul, S.C.,  
1112 17th Avenue, P.O. Box 737, Monroe, WI 53566. TELEPHONE: (608) 325-4924.

### **COMPLETE LEGAL DESCRIPTION**

**(Attachment to Declaration of Covenants, Restrictions and Conditions  
for Lots 1-28 of Rockcliffe Subdivision, Town of York, Green County, Wisconsin)**

Lots 25, 26, 27 & 28 of Certified Survey Map No. 3632, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 323-325, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 21, 22, 23 & 24 of Certified Survey Map No. 3633, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 326-328, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 17, 18, 19 & 20 of Certified Survey Map No. 3634, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 329-331, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 10, 11 & 12 and Outlot 1 of Certified Survey Map No. 3636, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 335-337, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 7, 8 & 9 of Certified Survey Map No. 3637, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 338-340, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 4, 5 & 6 of Certified Survey Map No. 3638, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 341-343, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 1, 2 & 3 and Outlot 1 of Certified Survey Map No. 3639, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 344-346, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots One (1) and Two (2) of Certified Survey Map No. 3640, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 347-349, recorded in the office of Register of Deeds for Green County, Wisconsin.

Lots 13, 14, 15 & 16 of Certified Survey Map No. 3641, recorded in Vol. 13 of Certified Survey Maps of Green County on Pages 350-351, recorded in the office of Register of Deeds for Green County, Wisconsin.