

Parkway Addition
University Hill Farms
(April 21, 1959)

Declaration of Covenants, Restrictions
and Easements for the Plat of

UNIVERSITY HILL FARMS - PARKWAY ADDITION

A Subdivision of the
City of Madison, Dane County, Wisconsin

The Regents of the University of Wisconsin, hereinafter referred to as the Regents, owners of the property known as University Hill Farms - Parkway Addition, a subdivision in the City of Madison, Dane County, Wisconsin, on behalf of themselves, their successors, and assigns, for the purpose of preserving the value of the lots in said subdivision, do hereby covenant, grant, declare, and provide that all lots in said subdivision shall be used only for the purposes and in the manner set forth herein.

Land Use and Building Types

1. All lots, except those listed in "2" below, in the plat of University Hill Farms - Parkway Addition shall be used only for single-family, residential purposes, and no structures shall be erected, altered, placed, or permitted to remain upon any lot in said plat other than:
 - A. One single-family dwelling not exceeding two stories in height.
 - B. One private garage attached to the house for not more than two cars, unless the Architectural Control Committee approves a detached garage for more than two cars.
2. Churches may be constructed on lots in this plat upon approval of the Architectural Control Committee.

The preceding clauses are subject to the proviso that lands to which the Regents retain title, or for which they have the written consent of the owner, may continue to be used for present agricultural uses and purposes.

Architectural Control

No buildings shall be erected, placed, or altered upon any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of materials, harmony of external design with existing structures, and as to the location with respect to topography and finished grade elevations. A copy of such plans and specifications, together with a plat plan, shall be furnished by the owner for filing with the Committee.

No fence, wall, or hedge shall be erected, placed, or altered upon any lot nearer to the street than the minimum setback line unless similarly approved. All external construction and landscaping for a structure on any building site shall be completed within 18 months from the date of issuance of the city building permit unless a delay in completion is due to war, strikes, or an Act of God.

Dwelling Quality and Size

No residential structure shall be erected on any building site which has a ground floor area of the main structure, exclusive of one-story open porches and garages, of less than the following minima, as indicated below:

	<u>Minimum Ground Floor Area - Square Feet</u>
For 1-story, 1-1/2 stories and split-level dwellings	1,200
For 2-story dwellings	800

The Architectural Control Committee may, whenever such action is rendered necessary by a change in the house-building art or a change in the public health standards for adequate housing or for other reasons consistent with the objectives of the control of size of structures, authorize a variance from the requirements from minimum ground floor area where the plans and specifications assure a high-quality house in harmony with the external designs of other houses in the neighborhood.

Building Location

No building shall be located on any lot nearer than 30 feet to the front lot lines, and the Architectural Control Committee shall have the authority to require a setback between 30 and 38 feet from the front lot line. No part of any dwelling on a corner lot shall be located less than 25 feet from the right-of-way of the street. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. No part of any structure shall be located on any lot less than 10 feet from the side lot line.

Within the limitations of applicable zoning ordinances, the Architectural Control Committee or its designee may approve a variance from the sideyard 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 benefit to the owners of neighboring lots.

No lot, as platted, shall be resubdivided without the consent of the Architectural Control Committee. This covenant shall not be construed to prevent the use of more than one lot as a building site subject to the approval of the Architectural Control Committee.

Lot Area and Width

No dwelling shall be erected or placed on any lot having a width of less than 50 feet at the building setback nor shall any dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear five feet of each lot.

Nuisances

No profession or trade nor any 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.

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, nor shall any residence of a temporary character be used as a dwelling.

Architectural Control Committee Membership

The Regents of their successors shall establish by appointment a committee to be known as the Architectural Control Committee. The Committee may select an architect registered in the State of Wisconsin as its representative to act with full authority of the Committee, provided that such architect shall not have authority to vary the minimum ground-floor areas specified herein. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor and shall have full authority to act until the vacancy is filled. Action of the Committee shall be by majority vote.

The Regents may elect to surrender the selection of the Architectural Control Committee to any duly-organized community association governed by a majority vote of all lot owners in the University Hill Farms - Parkway Addition, or the majority vote of said lot owners.

I. Procedures

The Architectural Control Committee shall exercise its powers herein in accordance with the following purposes and standards:

- A. To assure the most appropriate development and improvement of the University Hill Farms - Parkway Addition.
- B. To protect each owner of a lot against improper uses by any other owner.
- C. To preserve so far as practicable the initial beauty of the subdivision.
- D. To guard against the erection thereon of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material.
- E. To encourage and secure the erection thereon of attractive, adequate-sized homes, which conform and harmonize in external design with other structures to be built in the subdivision which are properly located upon the lot in accordance with its topography and finished grade elevation.
- F. To provide high-quality improvements which will protect the investments made by purchasers of such lots.

General Provisions

Term

These restrictions shall be binding on all persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which said Restrictions and Covenants shall automatically be extended for successive periods of five years, unless the owners of a majority of lots in the subdivision prior to the expiration of any term shall, by majority vote duly recorded, agree to amend or repeal said Restrictions.

These Covenants and Restrictions run with the land and shall be binding on all persons having an interest in said subdivision until terminated in accordance with the previous paragraph.

Enforcement

These Covenants and Restrictions may be enforced by any lot owner by proceedings at law or in equity against any person or persons violating or attempting to violate the same, either to restrain the violation or to recover damages.

Severability

Invalidation of any one of the covenants or restrictions herein, or any severable part thereof, by judgment or court order shall in no way affect any of the remaining provisions, which shall continue in full force and effect.

WITNESSES:

THE REGENTS OF THE UNIVERSITY OF WISCONSIN

(Signed)

Margaret Radl
(Signed)

Helen F. O'Brien
(Signed)

J.S. Holt
(Signed)

Lucille A. Dietrich

By (Signed) _____
Wilbur N. Renk, President

(Signed) _____
Clarke Smith, Secretary

ACKNOWLEDGMENT

STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally before me this 20th day of October, 1958, came Wilbur N. Renk, President, and Clarke Smith, Secretary, of the Regents of the University of Wisconsin, to me known to be the persons who executed the foregoing instrument, and acknowledged that they executed the same.

(Signed)

Lucille A. Dietrich, Notary Public
Dane County, Wisconsin
My commission expires August 5, 1962.

(Recorded October 29, 1958 at 7:45 a.m.)

AEB/pa/9991E