

1616523

SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

OAKBRIDGE

THIS SUPPLEMENTARY DECLARATION made this 10th day of April, 1979, by JAMES V. BURKHARD, INC., a Wisconsin corporation (hereinafter referred to as "Developer"),

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property in the City of Madison, Dane County, Wisconsin, located in a portion of the Southwest 1/4 of Section 23, Town 7 North, Range 8 East more fully described on Exhibit A attached hereto and shown in a certain Subdivision Plat known as "Oakbridge" (hereinafter referred to as the "Parcel"); and

WHEREAS, Developer wishes to subject the Parcel to a Declaration of Covenants and Restrictions executed by Developer and recorded on April 11, 1979 in the office of the Register of Deeds for Dane County, Wisconsin, as Document No. 1616522 (the "Declaration"), as the first separate parcel in the community contemplated by the Declaration, and to implement procedures in the Declaration for parcel assessments authorized in Section 5.3 of the Declaration;

NOW, THEREFORE, pursuant to the provisions of Section 2.1 of the Declaration, Developer declares that the Parcel shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth in addition to those set forth in the Declaration.

ARTICLE I

Parcel Assessments

1.1 Parcel and General Assessments. This article further describes those matters relating to parcel assessments contemplated by Sections 5.1 and 5.3 of the Declaration. General assessments are also applicable to the Parcel as more fully set forth in Section 5.2 of the Declaration.

1.2 Purpose of Parcel Assessments. Parcel assessments shall be used exclusively for the purpose of improvement

and maintenance of property owned by the Association and principally used by the residents of the Parcel.

1.3 Method of Assessment. The assessment shall be levied by the Association against the Lots in the Parcel, and collected and disbursed by the Association. By a majority vote of the directors, the Board shall fix the annual parcel assessment and date(s) such assessments become due, with the advice of the Owners of Lots in the Parcel.

1.4 Basis of Assessment. The basis for the parcel assessment shall be the same as for the general assessment, as set forth in the Declaration and as may be amended from time to time.

ARTICLE II

Additional Property Subject To This Declaration

Additional property may become subject to this Supplementary Declaration and thereby included in the definition of the Parcel by Developer executing and recording with the Register of Deeds for Dane County, Wisconsin, one or more amendments to this Supplementary Declaration setting forth therein a description of the additional property and any appropriate modifications to this Supplementary Declaration which are not inconsistent with the general plan and purposes thereof.

ARTICLE III

Protective Covenants

3.1 Residential Use. All property designated for residential use shall be used, improved and devoted exclusively to residential use with not more than one "family" (as such term is defined from time to time by the City of Madison Zoning Ordinance) occupying each Lot. Nothing herein shall be deemed to prevent the Owner from leasing a Lot for occupancy by not more than one "family" (as defined above) subject to all of the provisions of the Declaration. All property designated for residential use shall be used only as permitted in the most restrictive residential zoning classification of the Zoning Ordinance of the City of Madison as the same may be amended from time to time.

3.2 Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or to its occupants.

3.3 Restriction on Further Subdivision. No Lot shall be further subdivided or separated into smaller Lots by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit corrective instruments, deeds to resolve boundary line disputes, and similar corrective instruments.

3.4 Setback and Height. The Architectural Review Board shall determine the front, side and rear yard requirements for each Lot except that no houses shall be closer than three (3) feet to a side lot line or fifteen (15) feet to a rear lot line. On streets on which public sidewalks are installed the minimum setback shall be twenty (20) feet unless a lesser setback is approved by the traffic engineer or the traffic official designated by the City of Madison. No houses shall be closer than ten (10) feet to each other. No first floor areas of single-family houses, including garages and porches and additions thereto, shall occupy more than thirty-five percent (35%) of the lot area the house is sited on. No building shall exceed the height of the lesser of two and one-half stories or 35 feet above the adjoining street pavement grade.

ARTICLE IV

General Provisions

4.1 Duration. The covenants and restrictions of this Supplementary Declaration shall run with and bind the land, for a term of 20 years from the date this Supplementary Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years.

4.2 Amendment. This Supplementary Declaration may be amended by an instrument signed by the Class B Member and approved by not less than 75% of the Owners of Lots in the Parcel. Any amendment must be recorded.

4.3 Enforcement. The Association, any Owner of a Lot in the Parcel or the Developer, shall have the right to

enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Supplementary Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

4.4 Severability. Invalidation of any one of these covenants or restrictions by judgment, court order or change of law shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, this Supplementary Declaration has been executed by its duly appointed officer on the day, month and year first above written.

JAMES V. BURKHARD, INC.
BY [Signature]
James V. Burkhard, President

State of Wisconsin)
 : SS
Dane County)

Personally came before me this 10th day of April, 1979, James V. Burkhard, President, of the above named corporation, to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer on behalf of said corporation, by its authority.

[Signature]
(Ronald D. Jacobson)
Notary Public, State of Wisconsin
My commission Expires 8/29/83

The undersigned mortgagees of the property described as Oakbridge hereby consent to and agree to be bound by the provisions contained in the Supplementary Declaration for Oakbridge.

ANCHOR SAVINGS & LOAN ASSOCIATION
BY [Signature]
R. E. Smith, Vice President
Attest: [Signature] Mortgage Lending
[Signature]
Lyon Jenkins

This instrument was drafted by John L. Horwich.