

1 **OAKBRIDGE DECLARATION OF**
2 **COVENANTS AND RESTRICTIONS**

3
4 **Preamble**

5
6 WHEREAS, in 1979, James V. Burkhard, Inc., a Wisconsin corporation, hereinafter
7 called “the Developer”, was the owner of real property in the City of Madison, Dane
8 County, Wisconsin, located in a portion of the Southwest 1/4 of Section 23, Town 7
9 North, Range 8 East, in a subdivision plat known as “Oakbridge”, and undertook to
10 create thereon a planned community with permanent open spaces for the benefit of the
11 community and with a planned mix of housing types and facilities; and
12

13 WHEREAS, the resultant community comprised three housing types — apartments,
14 condominiums, and a neighborhood of free-standing single-family homes — each using
15 the name “Oakbridge”; and
16

17 WHEREAS, state and local statutory and case law governed the management of the
18 apartments and condominiums but not the neighborhood, whose management was
19 under the auspices of private-contract law; and
20

21 WHEREAS, the Developer desired to provide for the preservation and enhancement of
22 the property values, amenities, environment, and opportunities in the neighborhood, and
23 to this end and in order to insure the best use of the land and most appropriate
24 ecological development and to prevent the erection of poorly designed or constructed
25 improvements, desired to subject all property within the neighborhood to the covenants,
26 restrictions, easements, charges, and liens hereinafter set forth, each of which is for the
27 benefit of the entire neighborhood and each owner therein; and
28

29 WHEREAS, to accomplish these objectives, the Developer incorporated under the laws
30 of the State of Wisconsin the Oakbridge Community Services Association, Inc., a
31 nonstock, nonprofit corporation, to which was assigned the powers of owning,
32 maintaining, and administering the community properties and facilities; administering
33 and enforcing the covenants and restrictions; collecting and disbursing the assessments
34 and charges hereinafter created; and promoting the recreation, health, safety, and
35 welfare of the residents; and
36

37 WHEREAS, the Association, to help build connection and community, keep people safe,
38 and protect privacy, recognizes that all people are equal in dignity and rights
39

40 THEREFORE, the real property within the neighborhood is and shall be held,
41 transferred, sold, conveyed, and occupied subject to the covenants, restrictions,
42 easements, charges, and liens hereinafter set forth.
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1 **Article 1: Definitions**

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3 **Section 1.1:** “Declaration” shall mean the covenants, conditions, and restrictions and all
4 other provisions herein set forth in this entire document, as may from time to time be
5 amended.

6
7 **Section 1.2:** “OCSA” shall mean and refer to the Oakbridge Community Services
8 Association, Inc., and its successors and assigns.

9
10 **Section 1.3:** “The Board” shall mean and refer to the OCSA Board of Directors, which is
11 charged with adopting and enforcing policies, procedures, and rules of self-regulation
12 for administering these covenants and other OCSA affairs.

13
14 **Section 1.4:** “Neighborhood” shall mean and refer to all real property in these two (2)
15 categories:

16
17 (a) *Private Homes.* The 145 lots fronting on:

- 18 • Crossbridge Court.
- 19 • East Oakbrook Circle.
- 20 • Oak Glen Court.
- 21 • Sandy Court.
- 22 • Stonehedge Court.
- 23 • West Oakbrook Circle.

24
25 (b) *Common Areas.* The areas of land, and improvements thereto, which are intended to
26 be devoted to the common use and enjoyment of the residents of the Neighborhood,
27 comprising the:

- 28 • north side of the 7800 block of Tree Lane.
- 29 • east and west sides of Oakbrook Circle.
- 30 • area immediately north of Oakbrook Circle and between Crossbridge and Sandy
31 Courts.
- 32 • islands within Crossbridge, Oak Glen, Sandy, and Stonehedge Courts.
- 33 • 28-foot-wide strips of land connecting Sandy and Stonehedge Courts and Crossbridge
34 and Oak Glen Courts.

35
36 **Section 1.5:** “Owner” shall mean and refer to the record owner, whether one or more
37 persons or entities, of the fee simple title to any lot; except that as to any lot which is the
38 subject of a land contract wherein the purchaser is in possession the term “Owner” shall
39 refer to such person instead of the vendor.

40
41 **Section 1.6:** “Member” of OCSA shall mean and refer to all persons in these two (2)
42 categories:

43
44 (a) *Owners.* Every Owner except persons or entities who hold an interest merely as
45 security for the performance of an obligation, such as a land contract vendor whose

1 purchaser is in possession. Membership in OCSA shall be appurtenant to and may not
2 be separated from ownership of any lot and shall pass with the title to every lot.

3
4 *(b) Long-Term Lessees.* Every lessee of a lot who holds a written lease having an initial
5 term of at least 12 months.

6
7 **Section 1.7:** “The Municipality” shall mean and refer to the City of Madison or any other
8 city, village, or town which may obtain jurisdiction over the Neighborhood.

9
10 **Section 1.8:** “Family” shall mean and refer to “family” as defined for housing purposes
11 in the Municipality’s ordinances.

12 **Article 2: Changes of Jurisdiction**

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15 **Section 2.1: Additions.** OCSA shall have the right, but not any obligation, to bring
16 within the scheme of this Declaration additional properties which are contiguous to the
17 Neighborhood. Under no circumstances shall this Declaration bind OCSA to make any
18 additions.

19
20 **Section 2.2: Subtractions.** OCSA may dedicate or transfer all or any part of the
21 Common Areas to any public agency, authority, or utility for such purposes and subject
22 to such conditions as may be agreed to by the Members.

23
24 **Section 2.3: Mergers.** Upon a merger or consolidation of another association with
25 OCSA, its properties, rights, and obligations may, as provided in its articles of
26 incorporation, by operation of law be transferred to another surviving or consolidated
27 association or, alternatively, the properties, rights, and obligations of another association
28 may by operation of law be added to the properties, rights, and obligations of OCSA as
29 a surviving corporation pursuant to a merger. The surviving or consolidated association
30 may administer the covenants and restrictions established by this Declaration within the
31 Neighborhood together with the covenants and restrictions established upon any other
32 properties as one scheme. No such merger or consolidation, however, shall effect any
33 revocation, change, or addition to the covenants established by this Declaration within
34 the Neighborhood except as hereinafter provided.

35
36 **Section 2.4: Approval.** Changes of jurisdiction may be effected by amending this
37 Declaration, setting forth a description of the affected property and any appropriate
38 modifications to this Declaration which are not inconsistent with its general plan and
39 purposes.

40 **Article 3: Voting Rights**

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42
43 In all membership meetings of OCSA, each lot shall be entitled to one vote. When more
44 than one Member is associated with any lot, the vote shall be exercised as they among
45 themselves determine. Members may give proxies for voting.

1 **Article 4: Common Areas**

2
3 **Section 4.1: Obligations of OCSA.** OCSA, subject to the rights of the Owners set forth
4 in this Declaration, shall be responsible for the exclusive management and control of the
5 Common Areas and all improvements thereon (including furnishings and equipment
6 related thereto, if any) and shall keep the same in good, clean, attractive, and sanitary
7 condition, order, and repair.

8
9 **Section 4.2: Members' Easement of Enjoyment.** Subject to the provisions herein,
10 every Member shall have a right and easement of enjoyment in and to the Common
11 Areas.

12
13 **Section 4.3: Extent of Members' Easements.** The Members' easements of enjoyment
14 created hereby shall be subject to the following rights of OCSA to:

15
16 (a) establish reasonable rules and to charge reasonable admission and other fees for
17 the use of the Common Areas.

18
19 (b) mortgage any facilities constructed on the Common Areas for the purposes of
20 improvements or repair to OCSA land or facilities, pursuant to approval by a two-thirds
21 (2/3) vote at a meeting of OCSA for which the notice identified this purpose.

22
23 **Section 4.4: Delegation of Use.** Any Member may delegate the right of enjoyment to
24 the Common Areas and facilities to family members and guests, subject to such general
25 regulations as may be established by OCSA .

26
27 **Section 4.5: Damage or Destruction by Member.** In the event any Common Area is
28 damaged or destroyed by a Member or any of the Member's guests, tenants, licensees,
29 agents, or family members, such Member does hereby authorize OCSA to repair said
30 damaged area; OCSA shall repair said damaged area in a reasonable manner, in
31 conformance with the original plans and specifications of the area involved or as the
32 area may have been modified or altered subsequently by OCSA (at the discretion of
33 OCSA). The amount necessary for such repairs shall become a special assessment
34 upon the lot of said Member.

35
36 **Article 5: Maintenance Assessments**

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38 **Section 5.1: Obligation of Assessments and Creation of Liens.** OCSA hereby
39 covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not
40 it shall be so expressed in such deed, is deemed to covenant and agree to pay to OCSA
41 both annual general assessments or charges and special assessments for capital
42 improvements or extraordinary expenses; such assessments are to be established and
43 collected as hereinafter provided. All such assessments, together with interest thereon
44 and costs of collection thereof as hereinafter provided, shall be a charge on the land
45 and a continuing lien upon the property against which each such assessment is made.
46 Each such assessment, together with interest thereon and costs of collection thereof,

1 shall also be the personal obligation of the person who was the Owner of such property
2 at the time when the assessment fell due.

3
4 **Section 5.2: General Assessments.**

5
6 *(a) Purpose.* General assessments levied by OCSA shall be used exclusively for:

- 7 • promoting the recreation, health, safety, and welfare of the residents of the
8 Neighborhood and in particular for the improvement, maintenance, and operation of the
9 Common Areas and associated facilities, if any.
10 • the operations of OCSA.
11 • legal and financial obligations.

12
13 *(b) Budget and Levy.* Annually, the Board shall:

- 14 • adopt a budget for the following calendar year that anticipates the expenses for the
15 obligations under Section 5.2 (a) and determines the revenues necessary to meet them.
16 • levy a general assessment upon each lot sufficient to generate those revenues.
17 • set the date such assessments shall become due.

18
19 **Section 5.3: Special Assessments.** In addition to the general assessments authorized
20 above, OCSA may levy special assessments for the purpose of defraying, in whole or in
21 part, either (i) the cost of any construction, reconstruction, repair, or replacement of a
22 capital improvement upon any Common Area, including fixtures and personal property
23 related thereto, or (ii) extraordinary expenses incurred in the maintenance and operation
24 of the Common Areas and facilities, if any, or (iii) both; pursuant to approval by a two-
25 thirds (2/3) vote at a meeting of OCSA for which the notice identified this purpose. The
26 Board shall set the date such assessments shall become due.

27
28 **Section 5.4: Uniformity.** For both general and special assessments, each lot shall be
29 assessed at a uniform rate.

30
31 **Section 5.5: Effect of Nonpayment of Assessments.** Any assessment not paid within
32 30 days after the due date may, upon resolution of the Board, incur penalties not to
33 exceed the amount due; bear interest from the due date at a percentage rate no greater
34 than the current statutory maximum annual interest rate, to be set by the Board for each
35 assessment period; and include reimbursement for collection costs incurred by OCSA.
36 Penalties and interest shall be assessed uniformly across all delinquent properties,
37 except that the Board may grant relief in cases of hardship or good-faith efforts to make
38 payment. OCSA may bring an action at law against the Owner personally obligated to
39 pay the same or foreclose the lien against the property in the same manner, and subject
40 to the same requirements, as a foreclosure of mortgages on real property in Wisconsin,
41 and there shall be added to the amount of such assessment actual costs and attorney's
42 fees incurred to collect the assessment. OCSA may bid on the delinquent property at
43 foreclosure sale and acquire, hold, lease, mortgage, and convey the same. If OCSA has
44 provided for collection of annual assessments in installments, upon default in the
45 payment of any one or more installments, OCSA may accelerate payment and declare
46 the entire balance of said assessment due and payable in full. No Owner may waive or

1 otherwise escape liability for assessments by nonuse of the Common Areas,
2 abandonment of the Owner's lot, or any other means.

3
4 **Section 5.6: Joint and Several Liability of Grantor and Grantee.** Upon a voluntary
5 conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for
6 all unpaid assessments against the grantor as provided in this article up to the time of
7 the conveyance, without prejudice to the grantee's right to recover from the grantor the
8 amount paid by the grantee therefor. However, any such grantee shall be entitled to a
9 statement from OCSA setting forth the amount of such unpaid assessments, and any
10 such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for,
11 any unpaid assessment against the grantor pursuant to this article in excess of the
12 amount therein set forth. If OCSA does not provide such a statement within fourteen
13 (14) days after the grantee's request, it is barred from claiming against the grantee any
14 lien filed prior to the request for the statement.

15
16 **Article 6: Architectural Control**

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18 **Section 6.1: Architectural Review Committee.** An Architectural Review Committee
19 ("ARC") consisting of three (3) or more persons shall be appointed by the Board.

20
21 **Section 6.2: Purpose.** The ARC shall regulate the external design, appearance, use,
22 location, and maintenance of the Neighborhood and of improvements thereon in such a
23 manner as to preserve and enhance property values and to maintain a harmonious
24 relationship among structures and with the natural vegetation and topography.

25
26 **Section 6.3: Rules.** The ARC shall promulgate rules, subject to approval by the Board,
27 for permitted and prohibited changes to properties, including objects and displays
28 thereon; threshold conditions for required applications; and its own procedures.

29
30 **Section 6.4: Controls.** No improvements, alterations, repairs, change of exterior colors,
31 excavations, changes in grade or other work which in any way alters the exterior of any
32 structure or any lot shall be made or done without the prior approval of the ARC. No
33 building, fence, wall, residence, or other structure shall be commenced, erected,
34 maintained, improved, altered, made, or done without the prior written approval of the
35 ARC.

36
37 **Section 6.5: Obtaining Approval.** The Owner shall submit to the ARC plans and
38 specifications showing the nature, kind, shape, height, materials, and location of any
39 proposed improvements, alterations, or other changes to the Owner's lot. If, after thirty
40 (30) days from submission, the ARC fails to approve, modify, or disapprove in writing an
41 application, approval shall be deemed granted. Applicants may appeal adverse ARC
42 decisions to the Board, which may reverse or modify such decisions by a two-thirds
43 (2/3) vote.

1 **Article 7: Use of Property**

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3 **Section 7.1: Protective Covenants.**

4
5 *(a) Residential Use.* All property within the Neighborhood shall be used, improved, and
6 devoted exclusively to residential use with not more than one (1) family occupying each
7 lot. Nothing herein shall be deemed to prevent the Owner from leasing a lot for
8 occupancy by not more than one (1) family subject to all of the provisions of this
9 Declaration. All property designated for residential use shall be used only as permitted
10 in the Municipality’s residential zoning ordinances.

11
12 *(b) Nuisances.* “Nuisance” includes the term as defined in the Municipality’s ordinances
13 as well as violations of rules promulgated by the ARC. No nuisance shall be permitted to
14 exist or operate upon any property so as to be detrimental to any other property in the
15 vicinity thereof or to its occupants.

16
17 *(c) Restriction on Lot Modification.* No lot shall be further subdivided or separated into
18 smaller lots, nor shall any lots be combined, nor shall any portion less than all of any
19 such lot, nor any easement or other interest therein, be conveyed or transferred away
20 from its Owner, provided that this shall not prohibit corrective instruments, deeds to
21 resolve boundary line disputes, and similar corrective instruments.

22
23 *(d) Setback and Height.* The ARC shall determine the front, side, and rear yard
24 requirements for each lot, except that no houses shall be closer than three (3) feet to a
25 side lot line or fifteen (15) feet to a rear lot line. On streets on which public sidewalks are
26 installed the minimum setback shall be twenty (20) feet unless a lesser setback is
27 approved by the traffic engineer or the traffic official designated by the Municipality. No
28 houses shall be closer than ten (10) feet to each other. No first floor areas of single-
29 family houses, including garages and porches and additions thereto, shall occupy more
30 than thirty-five percent (35%) of the lot area the house is sited on. No building shall
31 exceed the height of the lesser of two and one-half (2½) stories or thirty-five (35) feet
32 above the adjoining street pavement grade.

33
34 *(e) Other Restrictions.* The ARC shall propose general rules, appropriate to the entire
35 Neighborhood, to implement the purposes set forth in Section 6.2 and interpret the
36 covenants in this section. Any substantive proposals, including substantive revisions to
37 previous proposals, shall be presented at a public hearing for which due notice has
38 been provided, and may thereafter be adopted without amendment by a two-thirds (2/3)
39 vote of the Board.

40
41 *(f) Exceptions.* The ARC may issue temporary permits to except any prohibitions
42 expressed or implied by this section, provided it can show good cause and acts in
43 accordance with adopted guidelines and procedures.

44
45 **Section 7.2: Maintenance of Property.** Each lot, and all improvements therein or
46 thereon, shall be kept by its Owner in good order and repair and free of debris, including

1 but not limited to the seeding, watering, and mowing of all lawns; the pruning and
2 cutting of all trees and shrubbery; and the painting (or other appropriate external care)
3 of all buildings and other improvements, all in a manner and with such frequency as is
4 consistent with good property management.

5
6 **Article 8: General Provisions**
7

8 **Section 8.1: Duration.** This Declaration shall run in perpetuity, until it is expressly
9 terminated by an instrument approved by Owners of at least two-thirds (2/3) of the
10 Neighborhood lots. A termination must be recorded.

11
12 **Section 8.2: Amendment.** This Declaration may be amended at any time by an
13 instrument approved by Owners of at least two-thirds (2/3) of the Neighborhood lots.
14 Any amendment must be recorded.

15
16 **Section 8.3: Notices.**
17

18 *(a) To Members.* Each Member is entitled to notice of each regular or special
19 membership meeting, including its duly called purpose, if applicable, and any proposal
20 to amend this Declaration. Such notices shall, at least fourteen (14) days in advance of
21 any such meeting or proposal, be sent via e-mail (preferred) or first-class mail to the
22 Member's last known address and be posted on the OCSA website, if any.

23
24 *(b) To Owners.* Each Owner is entitled to notice of all general and special assessments.
25 Such notices shall, at least thirty (30) days in advance of the date such assessments
26 are due, be sent via first-class mail to the Owner's last known address.

27
28 **Section 8.4: Enforcement.** OCSA or any Owner shall have the right to enforce, by any
29 proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens,
30 and charges now or thereafter imposed by the provisions of this Declaration. Failure to
31 enforce any covenant or restriction herein contained shall in no event be deemed a
32 waiver of the right to do so thereafter.

33
34 **Section 8.5: Severability.** Invalidation of any of these covenants or restrictions by
35 judgment, court order, or change of law shall in no way affect any other provisions,
36 which shall remain in full force and effect.