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**DECLARATION OF COVENANTS,  
RESTRICTIONS, CONDITIONS  
AND EASEMENTS FOR ARBORETUM  
OFFICE PARK,  
VILLAGE OF WAUNAKEE,  
DANE COUNTY, WISCONSIN**

Arboretum Office Park, LLC ("Developer"), owner of the real estate in the Village of Waunakee, Dane County, Wisconsin, described as Lot 3 of Certified Survey Map No. 9271, to be known as Arboretum Office Park (the "Property"), hereby declares that all of the lots and outlots in the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

**Return to:**  
Michael J. Lawton  
P.O. Box 1507  
Madison, WI 53701-1507

57-0809-094-8720-7  
57-0809-094-9002-4  
57-0809-094-9165-8  
Parcel Identification Number

**ARTICLE 1**

**Definitions**

For purposes of all Articles within these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

1.1. "Developer" shall refer to Arboretum Office Park, LLC, a limited liability company, and its successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, whether created by plat or certified survey map, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the consent or agreement of the owner of

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any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.

1.3. "Property" shall mean and refer to the real estate described as Lot 3 of Certified Survey Map No. 9271, Village of Waunakee, Dane County, Wisconsin, which shall be known as Arboretum Office Park, which shall be known as Arboretum Office Park.

## ARTICLE 2

### Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Waunakee, Dane County, Wisconsin, and is known as Lot 3 of Certified Survey Map No. 9271, Village of Waunakee, Dane County, Wisconsin, which shall be known as Arboretum Office Park.

## ARTICLE 3

### Architectural Control and Protective Covenants and Restrictions

3.1. For all buildings or other improvements of any kind or nature to be constructed, erected or placed on any lot, including outlots, subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Design Review Committee, for written approval as to appearance, the quality of workmanship and materials, attractiveness and harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents. No buildings or other improvements to any lots (other than outlots) shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof and with the provisions of the General Development Plan and Specific Implementation Plan for the Property. The Design Review Committee shall have the right to require brick, stone and/or other items which it deems necessary to be added to any building plan.

3.2. The plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Design Review Committee under these

Covenants, Conditions, Restrictions and Easements, must be submitted to the Design Review Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of three, four or five persons, selected by the Board of Directors of the Arboretum Office Park Association, Inc. ("Association"), in accordance with the Covenants and the By-Laws of such Association, for terms of one (1) year each. In the event of the failure of the Association to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

3.3. For each building constructed, erected or placed on any lot, including outlots, subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Committee, prior to commencement of construction. The approval of the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a plat of commercial buildings.

3.4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling, shall be made without the prior written approval of the Committee. No alteration of any lots shall be approved unless such buildings or other improvements comply with the terms of Exhibit A attached hereto and made a part hereof.

3.5. The existing vegetation of each lot (including outlots) subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Committee. In the event such vegetation is removed or destroyed without approval, the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.6. The elevation of a lot or outlot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give the Committee, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property (including outlots) without the approval of the Committee.

3.7. All lots within the Property shall be used only for purposes consistent with Exhibit A hereto, except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses.

3.8. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Committee, in its discretion.

3.9. Unless waived by the Committee with the approval of the Village Plan Commission, all driveways and parking lots must be paved.

3.10. Accessory buildings or structures, including, but not limited to, storage sheds and detached garages, are expressly prohibited within the Property except where approved in writing in advance by the Committee, in its sole discretion.

3.11. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

3.12. No part of the property shall be used for residential purposes.

3.13. All areas of lots (including outlots) not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. All lots (including outlots), and all buildings and other improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

3.14. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.15. Construction of all buildings shall be completed within one (1) year after issuance of a building permit for the respective building, provided weather conditions so allow, but the Committee may extend such time period in its discretion. Landscaping (including grading, sodding, and seeding) and paving of driveway and parking lot shall be completed, in accordance with the approved landscaping plan,

within one hundred eighty (180) days after completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

3.16. Except to the extent that this prohibition is limited by federal law or regulations, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Committee, including approval of the location, material, height, size and color thereof.

3.17. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood.

3.18. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.19. No lot or outlot as platted shall be resubdivided, except with the approval of the Committee and the Village of Waunakee Plan Commission. No boundary line within the Property shall be changed, except with the approval of the Committee. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site. This section shall be deemed to be a restriction for the benefit of the public under Chapter 236, Wis. Stats.

3.20. No signs of any type shall be displayed to public view on any lot (including outlots) without the prior written consent of the Committee, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, and (b) signs erected by Developer advertising lots within the Property for sale.

3.21. All buildings and other improvements constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all side yard, rear yard, setback and other requirements imposed under the General Development Plan for Arboretum Office Park, as heretofore approved by the Village of Waunakee, and as amended from time-to-time hereafter, and the Specific Implementation Plan for the applicable lot or lots (including outlots) in Arboretum Office Park, as approved by the Village of Waunakee, and as amended from time-to-time. This section shall be deemed to be a restriction for the benefit of the public under Chapter 236, Wis. Stats.

3.22. No swale, drainage way, or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of

development on any lot or outlot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention area. This section shall be deemed to be a restriction for the benefit of the public under Chapter 236, Wis. Stats.

**3.23.** The following landscaping requirements apply to all lots (other than outlots) within the Property:

- (a) Front and side yards must be sodded, including street terraces, except that the Committee, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, in their discretion.
- (b) Rear yard areas which are not sodded must be seeded.
- (c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner(s). Complete visual screening of the front, rear or side of any lot is prohibited without approval of the Committee.

**3.24.** All of the terms and provisions of Exhibit A hereto are incorporated by reference herein and made a part hereof as if set out in full herein, and the Owners of all lots, including outlots, and the Committee shall be bound thereby. The terms of such Exhibit A shall be enforceable by the Village of Waunakee, in the event of any breach thereof under section 3.25 hereof, in addition to the ability of Developer, any other Owner or the Committee to so act, but the Village of Waunakee shall not be required to take any action. The provisions of Exhibit A hereto may not be amended without the written consent of the Village of Waunakee.

**3.25.** Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the date of recording of this instrument, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.26 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, and in the case of Sections 3.19, 3.21, 3.22, 3.31 and 3.32, hereof, the Village of Waunakee, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable actual attorney fees and costs, and any person violating any of these covenants or

restrictions shall be liable for all costs of removing any such violation. The Village of Waunakee shall not be required to take any action hereunder.

3.26. Article 3 hereof, or any part thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Association and the Owners of a majority of the lots (other than outlots) subject to this Declaration, but no provisions of Sections 3.19, 3.21, 3.22, 3.31 and 3.32 hereof may be canceled, released, amended or waived without the written consent of the Village of Waunakee.

3.27. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such default.

3.28. In the event the Committee does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Committee, within thirty (30) days after the same have been submitted to the approving authority in writing, then such approval shall be deemed granted in such instance. The Committee may condition any such approval upon the owner reimbursing the Committee for the actual, reasonable costs incurred by the Committee for architectural or engineering services which were required to review any proposal before the Committee.

3.29. In exercising any authority under Article 3 of this Declaration, the Committee shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a lot against improper uses by other lot owners;
- (c) to preserve the beauty of the Property;
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) to encourage and secure the erection of attractive buildings which conform and harmonize in external design with other structures within the Property, and which are properly located upon the lot in accordance with its topography and finished grade elevation; and

- (f) to provide for high quality improvements which will protect the investments of purchasers of lots.

3.30. The Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Committee.

3.31. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, drainage ways or stormwater detention areas, the Developer, the Committee, the Village of Waunakee or any affected lot owner shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable, actual attorney and engineering consultant fees and costs, to remedy said violation. The Village of Waunakee shall not be required to take any action hereunder. This section does not limit the rights of the Village of Waunakee or any other party to enforce any other provisions of this Declaration. This section shall be deemed to be a restriction for the benefit of the public under Chapter 236, Wis. Stats.

3.32. The Owner of any lot within the Property which abuts upon or is adjacent to land used for farming or grazing purposes (other than lands used by Developer for such purpose) shall erect and maintain, if requested by the adjacent property owner, a partition fence, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence, between the Owner's lot and the adjacent land, without cost to the adjoining property owner, so long as the adjoining land is used for farming or grazing purposes. The Developer, the Committee or the Village of Waunakee shall have standing to bring proceedings at law or in equity against the Owner of such lot, and shall be awarded appropriate relief, including reasonable, actual attorney and engineering consultant fees and costs, in the event of any violation hereof. The Village of Waunakee shall not be required to take any action hereunder. This section shall be deemed to be a restriction for the benefit of the public under Chapter 236, Wis. Stats.

#### **ARTICLE 4**

##### **Arboretum Office Park Association, Inc.**

##### **Definitions**

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:



4.1. "Association" shall mean and refer to Arboretum Office Park Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for Arboretum Office Park, as it may from time-to-time be amended.

#### Association Membership and Board of Directors

4.4. Members. The Owner of each lot (other outlots) within the Property, as defined in Secs. 1.2 and 1.3 hereof, shall be a member of the Association. Each platted lot shall have one (1) vote only in the affairs of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members, but such lot shall have only one (1) vote. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments. The Board of Directors shall elect the members of the Design Review Committee under the circumstances described in Section 3.2 hereof.

#### Common Areas; Entrance Sign; Design Review Committee

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Property or outside of the Property for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such

common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair the entrance sign(s) to the Property, including lighting thereof, and any pump, electrical equipment, piping and wiring associated therewith, and shall provide water and electrical power therefor, at the expense of the Association.

4.10 Design Review Committee. The Association, with the approval of the Board of Directors, may provide financial assistance to the Design Review Committee to enable it to carry out its activities, including the hiring of planners, architects, engineers and legal counsel, and the payment of the costs and expenses, including attorney fees, incurred by the Design Review Committee in enforcing any part of the Covenants, Restrictions, Conditions and Easements.

#### Assessments

4.11. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot at the time when the assessment became due and payable.

4.12. Creation of Assessments. Assessments shall be determined, established and collected, in the following manner:

- (a) **Budget.** In December of each year starting in December 1999, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas and plat signs, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee under Section 4.10 above. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.
- (b) **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \_\_\_\_\_ for each lot to which the Association has the power to make assessments hereunder,

until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee, shall exceed the annual revenue generated by an assessment of \_\_\_\_\_ per lot, in which event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee, divided equally among all lots as to which the Association has the power to make assessments hereunder.

- (c) **Declaration of Assessments.** The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.
- (d) **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.
- (e) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant

to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

4.13. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the date of recording of this instrument, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 4.14 below.

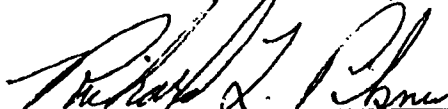
4.14. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be canceled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Association and the Owners of a majority of the lots subject to this Declaration.

4.15. Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such defect.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 14<sup>TH</sup> day of September, 1999.

ARBORETUM OFFICE PARK, LLC

By:

  
Richard L. Pilsner, Member

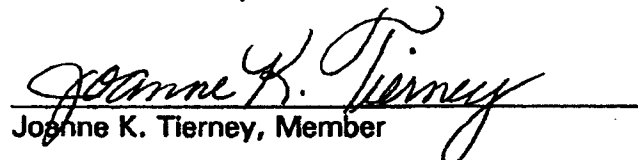
By:

  
Sally J. Pilsner, Member

By:

  
Donald C. Tierney, Member

By:

  
Joanne K. Tierney, Member

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STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF DANE )

On this 14th day of September, 1999, before me, a Notary Public, personally appeared Richard L. Pilsner, Sally J. Pilsner, Donald C. Tierney and Joanne K. Tierney to me known, who being by me duly sworn, did depose and say that they executed said document on behalf of Arboretum Office Park, LLC.

  
Signature of Notary Public (in black ink only)

Michael J. Lawton  
Print name of Notary Public (in black ink only)

Notary Public, State of Wisconsin

My Commission: 11/1/2000

*This instrument drafted by  
Michael J. Lawton*

**EXHIBIT A****TO DECLARATIONS  
FOR ARBORETUM OFFICE PARK**

- I. **Limitations on Improvements.** The general character of the Arboretum Office Park shall be park-like with emphasis on the natural characteristics of the site so as to create an image which is natural and spacious. To achieve a development with these characteristics, the following Limitations on Improvements will be applicable. In addition, all of the terms and provisions of the General Development Plan and Specific Implementation Plan for Arboretum Office Park, as approved by the Village of Waunakee and as amended from time-to-time, is incorporated herein by reference and made a part hereof, and the Design Review Committee shall be bound thereby and shall act consistent therewith in all its actions under this instrument.
- A. **Building Area.** The actual ground covered by the footprint of a building or buildings on each site shall not be more than thirty percent (30%) of the land area.
- B. **Building.** The Design Review Committee shall apply the following standards in reviewing any plans under this instrument. Buildings shall be designed and built with standards and specifications that will be in harmony with the entire concept of Arboretum Office Park. Common concrete block, structural cement, non-architectural use of prefabricated metal siding and the like, will not be approved for any facade fronting on a street, and are discouraged for other facades unless the facade is an expansion wall. However, this prohibition will not exclude the use of architectural concrete block. All elevations of a building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building. The use of earth-tone colors will be encouraged and emphasized, and colors which are not compatible with that of neighbors will be prohibited. All utilities serving any building and the premises shall be underground. All roof top equipment and structures shall be concealed by screening materials which form an integral part of the design. All detached equipment, materials or structures, such as gas meters, electrical and telephone boxes and satellite dishes, shall be concealed by landscaping or decorative screening as part of the integrated, overall design of the project.

- C. **Minimum Setback Lines.** Unless otherwise provided herein, the following yard or building setback requirements shall be observed for all lots covered by these restrictions:
1. The front twenty (20) feet of each lot shall be unobstructed and shall be maintained as a landscaped area, except for driveways for ingress and egress.
  2. No building shall be constructed within the following:
    - a. twenty-five (25) feet from the front property line.
    - b. fifteen (15) feet from both side property lines; on corner lots 25 feet for side yards adjoining streets.
    - c. thirty (30) feet from the rear property line.
- D. **Parking Setbacks.** No off-street parking shall be permitted in the following areas:
1. Twenty (20) feet from the front property line.
  2. Twenty (20) feet from the street side lot line on corner lots.
  3. Ten (10) feet from the interior, side or rear lot line or from a screen planting area.
- E. **Off-street Parking and Loading Areas.** All employee and visitor parking shall be provided on-site so that parking on the street can be discouraged. Off-street parking shall be along the side of or to the rear of the building except, where circumstances may indicate, parking may be permitted in front of the building with the prior approval of the Committee. All parking areas, driveways, and loading areas shall be surfaced with asphalt pavement or equivalent. Off-street loading shall be provided and such loading space shall not be part of the area designed for off-street parking space. Truck loading and receiving areas shall not be on the front side of the building facing the street, except the Committee has the right to review and permit such necessary uses and areas in front of the building when the facilities are so screened as not to be visible from the street or from neighboring properties.

**F. Signs.**

1. No billboard or advertising media such as signs, shades, awnings, searchlights, loudspeakers, amplifiers or similar devices shall be permitted, other than signs identifying the name, business and products of the person or firm occupying the premises, and those offering the premises for sale or lease. The size and style of all permitted signs must be approved by the Committee in writing.
2. Sign locations shall be governed by the minimum building setback requirements unless written permission is given by the Committee for a non-conforming sign location.
3. Permitted signs and identifying markings on buildings or building sites shall only be of such size, design and color as is specifically approved by the Committee in writing.

**G. Landscaping. The following shall be the basic landscaping requirements for each site:**

1. Every effort shall be exerted to retain existing trees.
2. The entire site, including street terraces, shall be appropriately landscaped with grass, canopy and conifer trees, shrubs and ground cover, except for expansion areas which need only be maintained in a weed-free condition, if allowed in writing by the Committee. All disturbed areas shall be placed into grass. All landscaping shall be neatly maintained, including mowing, watering, fertilizing and pruning.
3. Areas used for parking and loading shall be landscaped and/or fenced in such a manner as to screen said areas from view from access streets, and adjacent properties.

**H. Storage Areas. No materials, supplies or equipment shall be stored in any areas on a site, except inside a closed building (except for trash dumpsters serving the lot which shall be kept in an enclosure).**



- I. Variances. The Committee is authorized to grant variances from the strict application of the provisions of this Exhibit A to these Declarations, and to impose other conditions and safeguards in the variance so granted, provided such variances are in keeping with the overall letter and spirit of these Declarations. The Committee does not have the power to grant any variances to Exhibit A to the General Development Plan; changes to the General Development Plan and Specific Implementation Plan may only be approved by the Village of Waunakee.

II. **Regulation of Operations and Uses.**

- A. Permitted Uses. The land in the Arboretum Office Park shall be used only for the purposes permitted by the General Development Plan and Specific Implementation Plan, as amended from time-to-time.
- B. Nuisances. No use shall be so conducted as to cause the harmful discharge of any waste materials into or upon the ground, into or within any sanitary or storm sewer system, into or within any water system or water, or into the atmosphere. All uses shall be conducted in such a manner so as to preclude any nuisance, hazard, or commonly recognized offensive conditions, including creation or emission of dust, gas, smoke, noise, fumes, odors, vibrations, particulate matter, chemical compounds, electrical disturbance or night illumination, which constitutes a nuisance, hazard or commonly recognized offensive conditions.