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DANE COUNTY
REGISTER OF DEEDS

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IRONWOOD ESTATES

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

CITY OF SUN PRAIRIE, DANE COUNTY, WI.

LOTS 1 THROUGH 82

Drafted by and return to:
Don Esposito
Neumann Companies, Inc.
4868 High Crossing Boulevard
Madison, WI 53704

See Exhibit B
(Parcel Identification Numbers)

WHEREAS, Ironwood Sun Prairie, LLC, a Wisconsin Limited Liability Company, ("Declarant") is the owner of Lots 1 through 82 ("Lots", or singularly, "Lot") in the plat of Ironwood Estates (the "Plat"), in the City of Sun Prairie, Dane County, Wisconsin, as recorded in Volume V60-029B of Plats, on Pages 150-153, as Document Number 5085640, Dane County Registry, and desires to control the purposes for which the Lots are used, as well as to obligate the owners of each Lot ("Owner"), whether one or more) to be bound by certain conditions, restrictions, reservations, and easements for the benefit of the Plat, as a whole, and for the benefit of each Owner;

NOW, THEREFORE, Declarant hereby declares and provides that Lots 1 through 82, Ironwood Estates, in the City of Sun Prairie, Dane County, Wisconsin, are hereby subject to the following restrictions, covenants, conditions, and easements:

A. CONDITIONS, COVENANTS AND RESTRICTIONS

A-1. Use. All Lots shall be used exclusively for single-family or duplex purposes in accordance with zoning restrictions. No home, fence, pool, recreational equipment (including children's play structures) or other structures of any kind shall be erected, placed, externally modified or added to on any Lot subject to these conditions, covenants, restrictions or easements until the building plans, specifications, footing elevations, plot plan, minimum landscaping requirements and elevations have been approved by the Declarant, or its designated Design Review Committee.

A-2. Lots. Lots 9 through 42, 46, 47, 52, 53 and 56 through 82 are designated single family lots and may not be further subdivided. Lots 1 through 8, 43 through 45, 48 through 51, 54 and 55 are designated duplex lots and may be subdivided along the common party-wall of the duplex home. No Lots may be combined nor the common lot line between any two Lots reconfigured without the approval of the Design Review Committee. Any duplex lot may be used for construction of one single family home subject to the approval of the Design Review Committee.

- A-3. Minimum Building Square Footage. All Lots shall have structures of not less than:
1. Single-story detached homes shall have not less than 1,600 square feet
 2. Two-story detached homes shall have not less than a total of 2,000 square feet in the total finished area.
 3. Split level or raised ranch detached homes shall have not less than 1,800 square feet in the total finished area.
 4. Duplex homes shall not have less than 2,800 square feet total finished area between the two units

For the purpose of determining building square footage, stair openings shall be included, but open or screened porches, attached garages and basements, even if finished as living area, shall be excluded.

A-4. Basements. All single family and duplex residences shall have full basements.

A-5. Building Materials. Square footage equal to twenty percent (20%) of the first floor front facade for two-story homes, ranches and duplexes is to be brick, stone, shutters, corner boards and/or other material deemed necessary by the Declarant, or its designated Design Review Committee. Surface area of the façade shall include all wall and gable areas, but shall exclude doors and windows.

Vinyl, wood, composite or cement board siding shall be permitted on all sides of the home. Texture 111 siding shall not be permitted for exterior finish.

A-6. Architectural Details. The Design Review Committee shall have the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary to be added to any building facade. Fascia must be at least 8 inches wide and shall be made of painted natural materials or aluminum wrap. Corner lots shall have four-sided architectural elements, including window wraps and shutters.

Any fireplace, water heater or furnace chimney which is constructed of metal shall be encased by an enclosed chase and sided with vinyl, wood, aluminum or brick siding, except that portion which must be exposed as required by the building code.

All exterior doors, including garage doors, shall be raised panel style. No plain or flat exterior doors shall be permitted.

A-7. Garages. For single family buildings, the garage shall not extend closer to the street than 2 feet behind the structural wall on the house façade. The lineal feet of garage doors cannot be greater than 50 percent of the lineal feet of the total of the front façade for single family residences in the case of two car garages or 55 percent in the case of three car garages. Three-car garages shall have the third garage door set back at least 18 inches from the rest of the garage

façade and shall include a change in roofline to visually offset the width of the garage. The above restrictions in this section shall not apply to duplexes or the side load garages on corner lots.

Side-loaded garages shall have at least 15% of the façade be windows. Architectural features of side-loaded garages, including setbacks shall be similar to the home, and there shall be landscaping along the garage foundation.

A-8. Driveways & Sidewalks. All driveways and service walks shall be concrete and installed within 30 days of completion of construction, or as soon thereafter as permitted by weather conditions. Any homes completed during winter months shall have until July 1st of the subsequent year to install driveways and service walks. Each owner shall shovel snow from the public sidewalks in front of their Lot within the time required by applicable City ordinance.

A-9. Roof. All buildings erected on the Property shall have a minimum roof pitch (on the major roofs) of not less than 6/12 for gable roofs or 5/12 for hip roofs. A waiver from this minimum may be granted at the discretion of the Design Review Committee. All minor roofs and gables shall have a minimum roof pitch of not less than 8/12. Architectural dimensional shingles are required. No standard 3 in 1 tab shingles shall be allowed.

A-10. Fences & Screening. Owners shall not install any fence or wall of any kind without prior written approval from the Design Review Committee. Owners shall not cause a complete visual screening of the front, rear and side boundaries of any lot by the use of landscape plantings or other means, without prior written approval from the Design Review Committee. Fences and other structures shall otherwise meet applicable City zoning requirements for residential zoning districts.

No fences over four (4') feet in height from ground to uppermost part of fence shall ever be permitted (with the exception of compliance with local ordinances with respect to enclosing private swimming pool areas). All fencing shall be constructed of wood or composite wood. No chain link fencing shall be permitted. All wood fencing shall be painted or stained to maintain a neat appearance; except cedar fences may be permitted to weather to a natural grey color. All fencing shall be erected with the finished side out (finished side facing the adjoining property or street). Gates are permitted and shall be consistent with the fencing style, opening inwards into the Lot. No fences shall be permitted in the front yard. Only one fence shall be permitted along a common lot line (with fences on adjoining property meeting at the common corners). All such fences are to be approved by Declarant or its designated Design Review Committee prior to installation.

A-11. Post Lights & Mailboxes. To provide continuity throughout the lots, each owner of a single-family lot shall, at their expense, purchase and install a mailbox/post and a post light in accordance with specifications to be provided by the Design Review Committee. The owner shall request the specifications from the Committee prior to purchasing a mailbox/post and post light.

Any exterior lighting installed on a lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent lots. All exterior lighting shall meet City standards.

A-12. Parking. Parking shall be prohibited on any portion of the lot except the driveway and garage. Parking of service vehicles owned or operated by residents of the home shall be prohibited unless such vehicles are kept in the garage. Storage of boats, travel trailers, mobile

homes, campers, and other recreational vehicles shall be prohibited unless kept in the garage. This shall not prohibit the temporary storage of such vehicles as determined by City ordinance for the purpose of loading or unloading.

A-13. Domestic Animals. Only three (3) domestic animals may be kept on any of the premises and must be housed within the principle structure. Commercial animal boarding, kenneling, or treatment is expressly prohibited, whether for fee or not.

A-14. Swimming Pools. No above ground swimming pools shall be permitted.

A-15. Signs. No signs of any type shall be displayed on any lot without prior written approval of the Design Review Committee except lawn signs of not more than seven square feet advertising a home or lot for sale or signs of any size displayed by the Declarant and part of the Declarant's marketing of the Lots. Signs must meet the City's sign ordinance.

A-16. Accessory Uses. Accessory uses to the principal permitted residential use of a residence, such as hobby or craft activities, except as otherwise specifically prohibited, are permitted within interior spaces within the principal structure when such accessory use is conducted without disturbance or nuisance to the residents of the adjoining Lots.

A-17. Professional or Business Office. A single-family structure may be used for a professional or business office when such office is incidental to the principal use as a single-family residence, is less than three hundred (300) gross square feet in area used, and the business is conducted without an identification sign or label displayed on the premises and without goods for sale on the premises, and otherwise complies with the provisions for home occupation in City's Ordinances.

A-18. Prefabricated Buildings. No building previously erected elsewhere shall be moved upon any Lot, excepting new prefabricated panelized construction which has been pre-approved by the Design Review Committee.

A-19. Earth Shelter. No earth shelter residence or Berm residence shall be allowed.

A-20. Storage Sheds. Storage sheds are expressly prohibited.

A-21. Temporary Structures. No trailer, basement, tent, shack, garage, barn or outbuilding, or any part thereof, shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be used as a dwelling.

A-22. Antennas, Solar Panels, etc. While telecommunication dishes, antennas and solar panels cannot be prohibited under Wisconsin state statute, the Declarant, or its designated Design Review Committee, reserves the right to approve all installations for aesthetic value. All determinations of aesthetics will be made in writing upon submittal of an application requesting same.

In general, telecommunication dishes, antennas and solar panels shall be placed to minimize visual impact upon the adjoining Lots, shall not adversely affect the appearance of the Plat and shall not be placed in the front yard of the property.

A-23. Single-Family Housing Variety Standards. No two Single-Family Detached dwellings of similar front elevation or facade shall be repeated on any abutting lots or within 5 lots on either side of the street on which the dwellings front, including lots which are directly across the street from one another. Front elevations or facades of the same floor plan shall be deemed to be similar when there is no substantial difference in roof lines; and/or no substantial change in windows other than size, location or type; and/or no change in the color of materials used and/or no substantial change in the kind of materials. The Design Review Committee shall be the primary entity to enforce these standards.

1. *Roof Lines.* The following differences in the roof lines of Single-Family Detached dwellings as seen from the front of the dwelling shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be considered dissimilar:

- a. Changing gable roofs to hip roofs.
- b. Providing an intersecting gable roof on the main gable roof, if the height of the intersecting roof is at least 50 percent of the height of the main roof.
- c. Providing an intersecting hip roof on the main hip roof, if the height of the intersecting hip roof is at least 50 percent of the height of the main roof.
- d. Providing a shed roof when used as a front porch roof for a minimum of 50 percent of the entire width of the house, excluding area of the garage.
- e. If the front soffit is increased significantly and is combined with columns at least 6 inches in width or other architectural features of a similar magnitude which reach the roof line of the highest story.
- f. Rotating gable roofs 90 degrees on the building.
- g. On a tri-level residence or other building type that has 3 independent major roof areas, the changing of 2 out of 3 roof lines.

2. *Windows.* The following differences in the size, location or type of windows shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

- a. Changing from single windows to a multiple window arrangement.
- b. Changing from multiple window arrangement to single windows.
- c. Changing the type of windows (e.g., a casement to single hung).
- d. Providing a bay or bow window variation in the area of the predominant window.
- e. Where, because of its size, location or design, one window is the predominant window on the front elevation or facade, if the size, location or type of that window is changed to render the dwelling dissimilar, then no other window need be changed.

3. *Construction Material or Color.* The following differences in construction material between adjacent Single-Family dwellings as seen from the front of the dwellings shall be deemed sufficient to render buildings containing such changes and built on adjacent lots to be dissimilar:

- a. Changes of at least 25 percent in the exposure of horizontal siding.
- b. Brick facing.
- c. Stone facing.
- d. Stucco to board and trim.
- e. When materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height.

- f. Color change shall be made by significant changes in adjacent colors. The change must be one of color rather than merely of the shade.

A-24. Completion Time. All homes must be completed (in such a condition to have a certificate of occupancy issued) within nine (9) months from the date of the issuance of the building permit.

A-25. Time Limits for Commencing Construction. An Owner, other than Declarant, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. For purposes of this paragraph, "commence construction" shall mean complete installation of the foundation for the home to be constructed on the Lot.

The Declarant, or its designated Design Review Committee, shall the right, but shall not be obligated, to extend in writing the deadline set forth in paragraph (a) above, but any one extension shall not obligate the Declarant to issue further or other extensions.

If the Owner fails to meet the deadline as set forth above, then, upon thirty (30) days' notice to the Owner, the Declarant shall have the right, but shall not be obligated, to enforce specific performance. All costs, including reasonable attorneys' fees, incurred by Declarant for enforcing any of the foregoing remedies shall be borne by the Lot Owner.

B. LANDSCAPING AND GRADING REQUIREMENTS

B-1. Lawn Cover. Front yards and terraces shall be seeded with a 50% blue grass seed mixture. All seeding shall be completed within 30 days of completion of construction. If weather conditions delay completion of seeding, seeding shall be completed as soon as weather permits, but no later than July 1st of the succeeding year. All rear yards, except tree, shrub, and flower bed areas, shall be seeded or sodded, except that the Owner may have a family fruit and/or vegetable garden within the rear yard, provided that the same does not exceed 5% of the total lot size and is maintained in a clean and orderly condition. No natural or prairie lawns shall be permitted unless authorized by the Declarant, or its designated Design Review Committee. The Owner shall be responsible for keeping all lawn and non-lawn areas free of noxious weeds and maintaining the entire lot in a neat appearance.

B-2. Runoff. Roof water run off shall not be directed to an impervious surface area.

B-3. Plantings. Owners shall install landscaping (such as shrubs or tall grasses) that covers at least 50 percent of the front foundation at maturity, exclusive of door openings. The front yard shall contain at least one canopy tree of 2.5 inch caliper or one conifer at least 6 feet in height. Conifers shall be either Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine, or Douglas Fir. Corner lots with a street side yard shall additionally install landscaping covering at least 50 percent of the foundation at maturity, exclusive of door openings, and install at least one canopy or understory tree in the side yard.

Landscaping shall be completed within nine (9) months from the date of the issuance of building permit. All plants must be maintained and replaced as needed.

B-4. Ongoing Maintenance. Each owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall maintain their lawn at a height not exceeding six inches. Lots shall be maintained at or above the planting requirements contained in this document at all times.

B-5. Lot Grading. Lot corner elevations and water flow must match the city approved inter-block drainage plan. Declarant, or its designated Design Review Committee, shall maintain a copy of all approved plot plans for the benefit of other purchasers in planning their individual elevations. No Lot elevation may be changed except with the permission of the Design Review Committee. Violation of the inter-block grading plan shall allow Declarant, or its designated Design Review Committee, or any of the affected neighbors, a course of action against the person violating such grading plan.

B-6. Drainage Swale. No Owner shall obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from across the swale, especially flows from other lots.

B-7. Utility Easements. The elevation of the utility easements may not be changed in excess of six (6") inches without the permission of the utility companies and the Owner shall be responsible for any damage caused to underground utilities based on any changes in grade by more than six (6") inches.

C. DESIGN REVIEW AND GUIDELINES

C-1. Jurisdiction. The jurisdiction of the Declarant or its designated Design Review Committee shall be to govern and enforce these conditions, covenants, restrictions and easements as to the Lots made subject to this Declaration.

C-2. Initial Committee. The Design Review Committee shall consist of three (3) persons selected by Declarant or Declarant's successors or assigns thereafter. The Committee shall include one builder or architect in private practice in Dane County, Wisconsin or other qualified person. The Declarant, by its authorized employees and/or agents, shall control the Design Review Committee until it is succeeded by the neighborhood-elected Design Review Committee as provided for in paragraphs C-3 and C-4 below.

C-3. Elected Committee. After all Lots of the Plat have had building permits issued for the construction of the principal residential structure thereon, the owners of the Lots shall form an Design Review Committee and the Declarant shall assign its rights in said Design Review Committee to an elected Design Review Committee consisting of three (3) owners of Lots.

C-4. Assigned Committee. In addition, prior to the mandatory assignment of control of the Design Review Committee by the Declarant to an elected Design Review Committee, the Declarant may from time to time assign its rights in the Design Review Committee to an elected neighborhood Design Review Committee consisting of three (3) owners of said specified Lots for which an assignment has been made.

C-5. Elections. The members of the elected Design Review Committee shall be elected by and from the owners of the Lots. Each Lot shall have one (1) vote, and shall serve for a term of one (1) year, until his or her respective resignation or until their respective successors are elected

and take office, whichever is sooner. The Declarant shall give notice to the owners of said Lots and conduct the meeting of said Lot owners at such time of the initial election of said elected Design Review Committee. Thereafter, the neighborhood Design Review Committee shall give such notice of the annual meeting to elect the successor members of the Design Review Committee.

C-6. Plan Approvals. No building shall be erected or placed on any Lot until the plans, specifications, plot plan, minimum landscaping requirements and elevations showing the location of such building have been approved in writing by Declarant, or its or its designated Design Review Committee in writing for such purpose.

C-7. Plan Review Fees. The Declarant or its designated Design Review Committee may periodically establish a schedule of plan review fee(s) reasonably based upon the cost of plan review and the operation of the Design Review Committee, including enforcement of these conditions, covenants, restrictions and easements and the giving of notice for and the conducting of the annual meeting to elect the new members of the Design Review Committee.

C-8. Required Submissions to Design Review Committee. The follow shall apply:

1. *Plans and Specifications.* Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans, elevations of all views of the structure exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details.

2. *Landscape and Grading Plans.* Two sets of landscape and site plans for the lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in this document or with any additional Covenants subsequently recorded by the Declarant or the Owners. The Design Review Committee shall have the responsibility for enforcement of the Deed Restrictions and Covenants, including those related to landscaping.

3. *Site and Grading Plan.* Two sets of site and grading plans which indicate the elevation of the building relative to street elevation. Approval of the Design Review Committee shall not be granted unless the finished grade is compatible with the finished grade of adjacent lots unless such proposed finished grade is compatible to what the Committee deems to be a reasonably desirable grade level for the lot in question. Site and grading plans must contain a "Lot Drainage Plan." No DRC approval shall be issued for any lot unless the application acknowledges and is consistent with the filed Lot Drainage Plan. No Owner shall alter the drainage of any Lot at any time inconsistent with the Lot Drainage Plan.

4. No submittal to the DRC may be considered approved unless the Owner furnishes a site plan which indicates the elevation of the building relative to street elevation and clearly shows the established lot corner elevations for the Drainage Plan, the drainage direction(s), the proposed building floor elevations, and the drainage patterns of all adjacent lots. Approval of the DRC shall not be granted unless the finished grade is compatible with the finished grade of adjacent Lots, if improvements on such Lots have been previously approved by the DRC, or unless such proposed finished grade is compatible to what the DRC deems to be a reasonably desirable grade level for the Lot in question.

All plans shall be submitted as follows, until further assigned:

Design Review Committee – Ironwood Estates
C/O Neumann Companies, Inc.
4868 High Crossing Boulevard
Madison, WI 53704

C-9. Design Review Committee Approval. The DRC shall approve or disapprove a submission within 30 days of its receipt. The DRC's decision shall be in writing. If the DRC fails to mail its decision within the time limit, approval will be deemed to have been given, the applicable regulations in this document shall be deemed to have been complied with, and the Owner shall construct the improvements in accordance with the submitted documents approved by the DRC. If a submission is approved, any changes to the approved submission must be resubmitted to, and approved by, the DRC. For each building constructed, erected, or placed on any single family lot, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the DRC, prior to commencement of construction. The approval of the DRC shall not be unreasonably withheld. Such approval may be withheld for reasons which would be relied upon by a reasonably prudent businessperson developing a neighborhood of quality single family and duplex residences.

Any disapproval shall specify the reasons for disapproval. All action by the Design Review Committee must be in writing to be effective. Oral approvals of whatever kind are null and void.

The DRC shall have the right to reject any submission which, in the opinion of the DRC, is not in conformity with the provisions and purposes of the Site & Structure Design Code. The DRC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, releases the DRC and the Declarant from any liability based upon the good faith exercise of their duties as specified in this document. Refusal of approval of submissions by the DRC may be based on any grounds, including purely aesthetic grounds, which the DRC in its sole and good faith discretion deems sufficient.

C-10. Waivers. The Design Review Committee may grant waivers to the Site and Structure Design Code, with the exception of setbacks, lot size and width. Waivers granted by the Design Review Committee regarding setbacks, lot size & width and garage standards must be approved by the City. Waivers that negatively affect the approved character of Ironwood Estates shall not be granted. Documentation of approval of waivers by the Design Review Committee must be provided to the City before a building permit is issued and should include reasons for such waivers.

C-11. Enforcement. The Declarant, the Design Review Committee, and any Owner shall each have the right to sue for and obtain an injunction or any equitable remedy to prevent the breach of, or to enforce the observance of, the Lot Provisions and Design Code. Any owner who violates a provision of these controls shall be liable for reasonable attorney's fees and court costs incurred in any such action.

D. HOMEOWNERS ASSOCIATION AND ASSESSMENTS

D-1. Homeowners Association. A homeowners association, to be known as "Ironwood Estates Homeowners Association, Inc.", or a similar name, ("Association") shall be incorporated by Declarant or its agent as a Wisconsin nonprofit corporation for the purpose of providing, among other things, maintenance of common property in the plat ("Common Property"); to purchase liability or other insurance relating thereto; and to levy assessments, fees or membership dues against its members for payment of the actual and estimated expenses of operating the Association, including any reasonable reserve, as may be found to be necessary and appropriate by the Association's board of directors pursuant to this Declaration, the Bylaws and the Articles of Incorporation.

D-2. Membership. Members of the Association ("Members") shall be every Owner who is the record owner of a fee, undivided fee or land contract vendee's interest (but excluding any party holding an interest merely as security for the performance of an obligation) in any dwelling unit on any platted Lot. There shall be no other qualifications for membership, and membership shall be appurtenant to and may not be separated from such ownership. Change of membership shall be established by recording the instrument which gives constructive notice of the conveyance to the new Owner in the public records of Dane County, Wisconsin, and by delivering a copy of such instrument to the Association; thereupon, the prior Owner ceased to be a member and the new Owner becomes a member. For the purposes of this section, duplex homes shall count as two dwelling units regardless of ownership.

D-3. Voting Rights. Members will be entitled to one vote for each dwelling unit on any platted Lot in which they hold the interest required for membership by Paragraph D-2 above. If more than one person holds such interest or interests, all such persons shall be members, but the vote for such dwelling unit on any platted Lot shall be exercised as the persons holding such interest shall determine between themselves, provided that in no event shall more than one vote be cast with respect to any one dwelling unit on any platted Lot. A member vote may not be cast in fractional shares. For the purposes of this section, duplex homes shall count as two dwelling units regardless of ownership.

D-4. Maintenance of Common Property. The Association shall assume the maintenance responsibilities for the Common Property areas. This maintenance may include mowing, fertilizing, weeding, seeding, planting, and trimming the lawn, and such other maintenance and repairs as deemed necessary and appropriate by the Association's board of directors to keep the Common Property in good, clean, attractive and sanitary condition, order and repair. The cost of maintaining the Common Property shall be included in the General Assessment as defined in Paragraph D-6.

Common Property maintained by the association shall include:

1. Outlot 1 (CSM 11456): Maintenance of lawn area, landscaping beds, benches, screens and other features, including snow removal on sidewalks. A subdivision monument sign and any lighting fixtures & utility bills, if erected on this outlot, will also become common property subject to maintenance

2. Private Drives: The common driveways in outlots 1, 2, 3 and 4 are private drives owned and maintained by the Association. Maintenance shall include snow and trash

removal, pavement (both concrete apron and asphalt driveway) and signage maintenance. The Association's board of directors, at its sole discretion, may establish a reserve fund for future private drive pavement repairs and replacements.

3. Water lines: All water mains within the plat, excluding laterals to individual Lots, are publicly dedicated and are not maintained by the Association. All water laterals connecting Lots to the public water mains will be owned and maintained by each corresponding dwelling unit and are not maintained by the Association.

4. Sanitary sewer lines: All sanitary sewer mains within the plat, excluding laterals to individual Lots, are publicly dedicated and are not maintained by the Association. All 4" sewer laterals connecting Lots to the private sanitary sewer lines will be owned and maintained by each corresponding dwelling unit and are not maintained by the Association.

5. Pedestrian pathway: The pathway located between lots 10 and 11 is maintained by the Association. Maintenance shall include snow removal and path surface maintenance.

6. Infiltration Beds: The stormwater infiltration beds located on Lots 17 through 32 are maintained by the Association. Maintenance shall include annual registered professional engineer inspections, plant replacement & infiltration soil refurbishment as required by inspections.

D-5. Insurance. The Association's board of directors or its duly authorized agent shall have the authority to obtain liability and/or such other insurance as the board deems necessary and appropriate to protect the Association and its members against liability for all damage or injury caused by the negligence of the Association or any of its members or agents. The cost of such insurance coverage shall be included in the General Assessment as defined in Paragraph D-6.

D-6. General Assessment. There are hereby created General Assessments for Common Expenses as may hereafter be from time to time specifically authorized by the Association's board of directors. General Assessments shall be allocated equally among all dwelling units or any platted Lots. The General Assessments provided for herein shall commence with respect to all dwelling unit or any platted Lots on the day of conveyance of the first dwelling unit or any platted Lot to an owner who is not the Declarant. Each dwelling unit or Lot Owner, by acceptance of a deed, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest (at a rate no greater than the current statutory maximum annual interest rate charged on an "open account" under the Wisconsin Consumer Credit Act to be set by the board of directors for each assessment period), costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the Owner at the time the assessment arose, and the grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance; provided, however, that no first mortgagee who obtains title to Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the board of directors which may include, without limitation, acceleration of assessments for residential unit owners who are delinquent in their payments. Unless the board of directors otherwise provides, the assessments shall be paid in a single annual installment, upon billing, at the beginning of a calendar year.

D-7. Computation of Assessments. To pay for ongoing Common Expenses, the board of directors shall prepare an annual budget as provided in the Bylaws. The assessment for each dwelling unit or any platted Lot which may be assessed under Paragraph D-6 above shall be computed by totaling the annual operating budget and the capital budget (the "General Assessment") and dividing that number by the total number of dwelling unit or any unbuilt platted Lots subject to assessment for that period.

D-8. Lien for Assessments. Assessments shall constitute a lien on each Lot prior and superior to all other liens except (a) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (b) the lien or charge of any first mortgage of record made in good faith and for value as described in Paragraph D-6.

The Association, acting on behalf of its members, shall have the power to bid for the Lot and any improvements constructed thereon at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period that a dwelling unit or any platted Lot is owned by the Association following foreclosure, no right to vote shall be exercised on its behalf; no assessment shall be assessed or levied on it; and each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid Common Expenses, interest, costs and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

E. ZONING & EASEMENT DISCLOSURES

E-1. Zoning Disclosures.

1. Lots 1 through 8, 43 through 45, 48 through 51, 54 and 55 are designated duplex lots and may be subdivided along the common party-wall of the duplex home. These duplex homes may be owner occupied or non-owner occupied.

2. Lands to the north of Ironwood Drive are zoned for office, commercial and/or retail and may be developed into uses consistent with such zoning.

3. Lands to the west of the Plat are owned by the Sun Prairie School District and may be the site of a future school complex. Ironwood Drive and Duet Place are intended to provide vehicular connections to the school district property.

4. Lands to the south of Plat are zoned for agriculture and may be rezoned for future development including residential, multifamily, office, commercial, retail or other uses. Scott Trail is intended to provide vehicular connections to this property.

E-2. Easement Disclosures.

1. The private driveways in outlots 1 through 4 are subject to a public water main & storm sewer easement granted to the City of Sun Prairie. This easement is subject City use as documented in the recorded easement.
2. The private driveways in outlots 1 through 4 and portions of adjacent lots 1-8, 45-49, and 50-55 are subject to a public sanitary sewer easement granted to the City of Sun Prairie. This easement is subject to City use as documented in the recorded easement.
3. Portions of Lots 10 and 11 are subject to a public sanitary sewer and pedestrian/bike easement granted to the City of Sun Prairie. This easement is subject to owner restrictions and City use as documented in the recorded easement. No portion of this easement may be enclosed by private fences of either lot owner.
4. Portions of Lots 11 and 12 are subject to a public storm sewer easement granted to the City of Sun Prairie. This easement is subject to owner restrictions and City use as documented in the recorded easement. No portion of this easement may be enclosed by private fences of either lot owner.
5. Portions of Lots 13 and 14 are subject to a public storm sewer easement granted to the City of Sun Prairie. This easement is subject to owner restrictions and City use as documented in the recorded easement. No portion of this easement may be enclosed by private fences of either lot owner.
6. Portions of Lots 31 and 32 are subject to a public sanitary sewer and pedestrian/bike easement granted to the City of Sun Prairie. This easement is subject to owner restrictions and City use as documented in the recorded easement. No portion of this easement may be enclosed by private fences of either lot owner.
7. Portions of Lots 17 through 32 are subject to a private infiltration bed maintenance easement granted to the Homeowners Association. This easement is subject to owner restrictions and HOA use/maintenance as documented in the recorded easement. No portion of this easement may be enclosed by private fences of any lot owner.
8. A portion of Lot 45 is subject to a private storm water easement granted to Lot 46. This easement is subject to owner restrictions as documented in the recorded easement.

F. TIME PERIODS, ZONING & CODES AND ETCETERA

F-1. Term. This declaration shall run with the land and shall be binding upon all owners of Lots covered by this document for a period of thirty (30) years from the date this

document is recorded, after which time it shall automatically stand renewed for successive ten (10) year periods unless an instrument terminating or changing such covenants in whole or in part is signed by the owners of at least fifty percent (50%) of the Lots subject to this document.

F-2. Enforcement. Declarant, or its subsequent Design Review Committee, or any Owner shall have the right to enforce by any proceeding at law or in equity all conditions, covenants; restrictions, and easements created or imposed herein, against any person or persons violating or attempting to violate any covenant, by an action to either restrain violation or to recover damages, or both, including reasonable attorney fees. Failure to enforce any condition, covenant, restriction, or easement herein shall in no event be deemed a waiver of right to do so thereafter.

F-3. Amendment. So long as Declarant owns any Lot in the Development, Declarant shall be permitted to modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors.

F-4. Zoning & Codes. Notwithstanding any provision of these conditions, covenants, restrictions and easements, no structure constructed in the plat shall be in violation of any government zoning or building codes. In case any of these conditions, covenants, restrictions and easements herein are contrary in part or in total with any government zoning or building code, the government zoning or building code shall be determinative. In case these conditions, covenants, restrictions and easements are more restrictive so that a government zoning or building code or a government zoning or building code is more restrictive than these conditions, covenants, restrictions and easements, the more restrictive shall apply.

F-5. Model Homes. So long as Declarant owns any Lot in the Development, Declarant shall be permitted to maintain a model home in the Development, including therein a sales office for the purpose of sales and marketing of its homes.

F-6. Parade of Homes. So long as Declarant owns any Lots in the Plat, Declarant reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Building Association ("Parade"). In the event that some or all of said Lots are selected as a site for a Parade, this Declaration of Covenants, Conditions, Restrictions and Easements shall, as to the Lots enrolled in the Parade, for a limited period of time ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Building Association to hold its Parade in this Plat in conformance with current Parade Rules and Checklist of the Madison Area Building Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration of Covenants, Conditions, Restrictions and Easements by the Declarant, the Madison Area Building Association, or any of the builders or participants in the Parade for the period of the Parade as set forth above, including the closing of any public streets in the Parade area. All Lot owners appoint the Declarant their attorney-in-fact to execute all necessary petitions; applications and consents to facilitate street closings for the Parade.

F-7) Governing Law. This Declaration shall be construed and enforced in accordance with the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the City of Sun Prairie, Dane County or the State of Wisconsin.

F-8) Severability. Invalidity of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said Ironwood Sun Prairie, LLC, a Wisconsin Limited Liability Company, has caused these presents to be signed and sealed this 13TH day of AUGUST, 2014

Ironwood Sun Prairie, LLC

By: Neumann Companies, Inc., Its Sole Member

By: 

Don Esposito, Agent

ACKNOWLEDGMENT

STATE OF WISCONSIN)

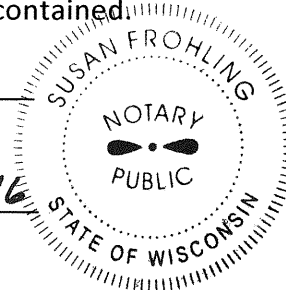
) ss

COUNTY OF DANE)

Personally came before me this 13th day of August, 2014, Don Esposito, Agent of the Neumann Companies, Inc., to me know to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers, by its authority for the purposes therein contained.

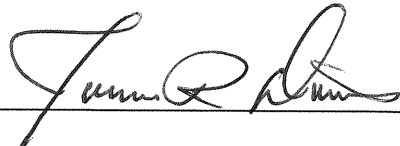

Notary Public Dane County, Wisconsin

My Commission Expires: June 19, 2016



EXISTING LOT OWNER'S CONSENT

Anchor Bank, owner of Lots 1, 46 and 54, hereby consents to the recording of the forgoing Declaration of Conditions, Covenants and Restrictions for the Plat of Ironwood Estates

BY: 

Printed Name: James R. Davis - VP OREG Manager

Title: _____

STATE OF Wisconsin)
) SS
COUNTY OF Dane)

Personally came before me on this 12th day of August, 2014, the above named James R. Davis, to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.



Noua Thao Noua Thao
Notary Public
County Dane State Wisconsin

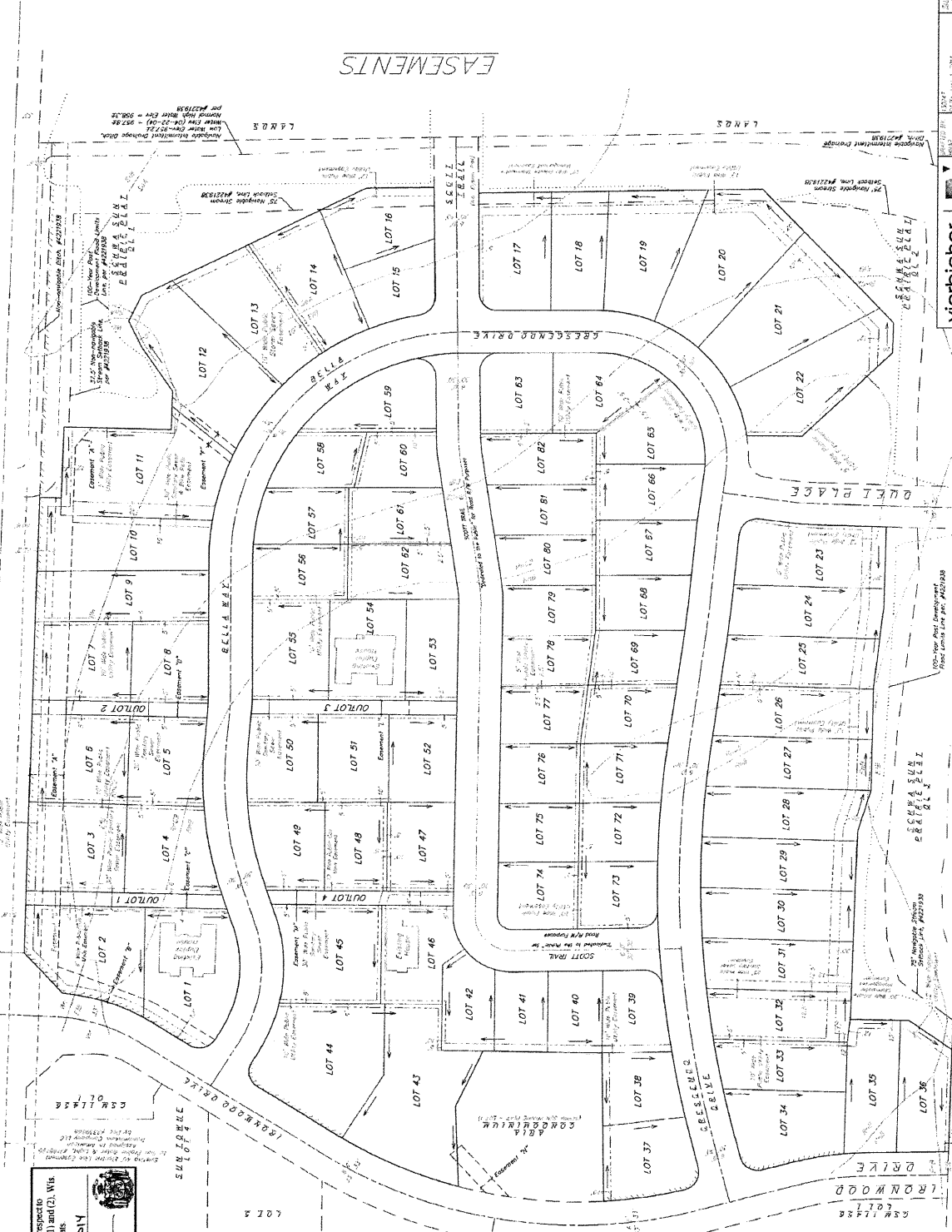
My commission expires: 7/24/2018



EXISTING LOT BASED ON THE
1998 SURVEY MAP OF THE
SCHAUMS SUN PRAIRIE
PLAT, #4221938
AS RECORDED IN VOLUME 59-016A OF PLATS,
ON PAGES 84-86, AS DOCUMENT NUMBER 4221938,
DANE COUNTY REGISTRY, ALSO LOT 1,
CERTIFIED SURVEY MAP NUMBER 13567, AS RECORDED IN VOLUME 88 OF CERTIFIED SURVEY MAPS,
ON PAGES 300-307, AS DOCUMENT NUMBER 5014604, DANE COUNTY
REGISTRY, LOCATED IN THE NE 1/4 - SE 1/4 AND THE SE 1/4 - SE 1/4 OF SECTION 02, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF SUN PRAIRIE, DANE COUNTY, WISCONSIN

WEST GRAPEVILLE
VILLAGE

GRAND AVENUE
(NEW 2.11.12)

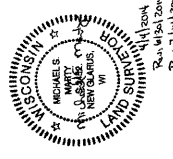


DANE COUNTY SOLS CLASSIFICATION FOR DWELLINGS WITH BASEMENTS PER SCHAUMS SUN PRAIRIE PLAT, #4221938				
Mid	Single	Mid-2	Mid-3	Mid-4
Mid	Single	Mid-2	Mid-3	Mid-4
Mid	Single	Mid-2	Mid-3	Mid-4
Mid	Single	Mid-2	Mid-3	Mid-4

There are no objections to this plat with respect to
s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis.
Stats. as provided by s. 236.12, Wis. Stats.
Certified JUL 9 15 PM 2:04
René M. Dörner
Department of Administration

Engineered By:
Michael J. Dörner, Inc.
500 Poplar Drive,
Sun Prairie, WI 53181
Phone: 608.837-9555
mjd@mdjinc.com

- NOTES:
- Arrows indicate the direction of
easement flow in regards
grading and the construction of
the drainage system. The
drainage system components shown
are for informational purposes only
and are not to be construed as
warranties by the engineer.
2. Subsequent information indicates the
conditions of the easement are
higher than the elevation at the
ground water table.



René M. Dörner
René M. Dörner, Inc.

vierbicher
partners | engineers | architects
1000 Wisconsin Avenue, Suite 1000
Westborough, MA 01581
Tel: 508.861.1131
Fax: 508.861.1132
www.vierbicher.com

PROJECT: SUN PRAIRIE
SHEET: 2 OF 2
DATE: 7/11/2014
BY: RMD
CHECKED: JMD
APPROVED: JMD
PROJECT MANAGER: JMD
DESIGNER: RMD
DRAFTER: JMD
PLANNER: JMD
REVISOR: JMD
REVISIONS: 1. 7/11/2014 RMD
2. 7/11/2014 JMD
3. 7/11/2014 JMD
4. 7/11/2014 JMD
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63. 7/11/2014 JMD
64. 7/11/2014 JMD

The AnchorBank, fsb, does further certify that this plat is required by s.235.10 or s.236.12 to be submitted to the following for approval or objection:

*Department of Administration
Common Council, City of Sun Prairie
Dane County Zoning and Natural Resources Committee*

IN WITNESS WHEREOF, AnchorBank, fsb, has caused these presents to be signed by JAMES R. DAVIS, its
VICE-PRESIDENT, of Madison, Wisconsin, on this 16th day of July, 2014.

by: James O. Davis
AnchorBank, tsb

State of Wisconsin)

County of Dane) ss.

Personenliv come before

its VIA president to me known to be the person who executed the foregoing instrument and acknowledged the same

Lauren Kaisek
Notary Public, Wisconsin

My commission expires/is permanent: 06.02.2017



Prepared By:
Verlicher Associates, Inc.
By: Michael S. Marty
999 Fourier Drive,
Suite 201
Madison, WI 53717
(608) 821-3955
mmarty@verlicher.com

Rev: 6/30/2014
Rev: 7/14/2014

There are no objections to this plat with respect to s. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats. as provided by s. 236.12 Wis. Stats.

July 15th, 2014

Bernice M. Parker

As duly appointed Treasurer of the City of Sun Prairie, Dane County, Wisconsin, I hereby certify that the records in my office show no unpaid taxes or special assessments affecting any of the lands included in the plat of IRONWOOD ESTATES as of this 16 day of July, 2014

Cecilia M. Schaeffer
Cornie M. Dekemper, City of Sun Prairie Finance Officer/Treasurer

Resolved, that the plat of IRONWOOD ESTATES, located in the City of Sun Prairie, Dane County, Wisconsin, was hereby approved by Resolution Number 19147, adopted on this 20th day of May, 2014, and further resolved that the conditions of said approval were fulfilled on this 16th day of May, 2014, and that said Resolution further provided for the acceptance of those lands dedicated and rights conveyed by said plat of IRONWOOD ESTATES to the City of Sun Prairie for public use.

Diane Hoffmann-Brown
Diane Hoffmann-Brown, City Clerk
City of Sun Prairie, Dane County, Wisconsin

I, Adam Gallagher, being the duly elected, qualified, and acting Treasurer of the County of Dane, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments affecting any of the lands included in the plat of MCINWOOD ESTATE, as of this 18 day of July 2014.

T. Alan Galloway
Adam Galloway, Done County Treasurer

IRONWOOD ESTATES

OS 2, 3 & 4, SCHWAB SUNN PAIRIE PLAT. AS RECORDED IN VOLUME 59-01-64 OF PLATS, ON PAGES 84-88, AS DOCUMENT NUMBER 4212398. DANE COUNTY REGISTRY, ALSO LOT 1, CERTIFIED SURVEY MAP NUMBER 13667, AS RECORDED IN VOLUME 88-02 OF CERTIFIED SURVEY MAPS, ON PAGES 300-307, AS DOCUMENT NUMBER 0016604, DANE COUNTY REGISTRY, LOCATED IN THE NE 1/4, SE 1/4 AND THE SE 1/4, SE 1/4 OF SECTION 02, TOWNSHIP 08 NORTH, RANGE 10 EAST, CITY OF SUNN PAIRIE, DANE COUNTY, WISCONSIN


<p>vierbicher</p> <p>planned • elegant • delicious</p> <p>1100 S. G. AUSTIN • MARTIN LUTHER KING, JR. BLDG. 2ND FL. • 499 E. BROAD ST. • DALLAS, TEXAS 75202</p>		<p>214/521-0377</p>	<p>10/25/87 6:00 PM</p>	<p>10/25/87 6:00 PM</p>	<p>10/25/87 6:00 PM</p>	<p>10/25/87 6:00 PM</p>	<p>10/25/87 6:00 PM</p>	<p>10/25/87 6:00 PM</p>
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EXHIBIT B

<u>LOT #</u>	<u>PARCEL NUMBER</u>	<u>LOT #</u>	<u>PARCEL NUMBER</u>
1	0810-024-0101-2	42	0810-024-0382-2
2	0810-024-0112-2	43	0810-024-0393-2
3	0810-024-0123-2	44	0810-024-0404-2
4	0810-024-0134-2	45	0810-024-0415-2
5	0810-024-0145-2	46	0810-024-0426-2
6	0810-024-0156-2	47	0810-024-0437-2
7	0810-024-0167-2	48	0810-024-0448-2
8	0810-024-0178-2	49	0810-024-0459-2
9	0810-024-6209-2	50	0810-024-0470-2
10	0810-024-6220-2	51	0810-024-0481-2
11	0810-024-6231-2	52	0810-024-0492-2
12	0810-024-6242-2	53	0810-024-0503-2
13	0810-024-6253-2	54	0810-024-0514-2
14	0810-024-6264-2	55	0810-024-0525-2
15	0810-024-6275-2	56	0810-024-6396-2
16	0810-024-6286-2	57	0810-024-6407-2
17	0810-024-6297-2	58	0810-024-6418-2
18	0810-024-6308-2	59	0810-024-6429-2
19	0810-024-6319-2	60	0810-024-6440-2
20	0810-024-6330-2	61	0810-024-6451-2
21	0810-024-6341-2	62	0810-024-6462-2
22	0810-024-6352-2	63	0810-024-6473-2
23	0810-024-6363-2	64	0810-024-6484-2
24	0810-024-6374-2	65	0810-024-6495-2
25	0810-024-0195-2	66	0810-024-6506-2
26	0810-024-0206-2	67	0810-024-6517-2
27	0810-024-0217-2	68	0810-024-6528-2
28	0810-024-0228-2	69	0810-024-0549-2
29	0810-024-0239-2	70	0810-024-0560-2
30	0810-024-0250-2	71	0810-024-0571-2
31	0810-024-0261-2	72	0810-024-0582-2
32	0810-024-0272-2	73	0810-024-0593-2
33	0810-024-0283-2	74	0810-024-0604-2
34	0810-024-0294-2	75	0810-024-0615-2
35	0810-024-0305-2	76	0810-024-0626-2
36	0810-024-0316-2	77	0810-024-0637-2
37	0810-024-0327-2	78	0810-024-0648-2
38	0810-024-0338-2	79	0810-024-6549-2
39	0810-024-0349-2	80	0810-024-6560-2
40	0810-024-0360-2	81	0810-024-6571-2
41	0810-024-0371-2	82	0810-024-6582-2