

**DECLARATION OF COVENANTS,  
RESTRICTIONS, CONDITIONS,  
AND EASEMENTS FOR  
GLACIER'S TRAIL**

Glacier Estates, LLC, a Wisconsin limited liability company, GT Farm, LLC, a Wisconsin limited liability company, Eric E. Larson, and Nancy M. Larson (collectively the "Declarants"), being the owners of the real estate in the Town of Middleton, Dane County, Wisconsin, which has been platted as Lots 1 through 34, inclusive, and Outlots 1 through 5, inclusive, of the Plat of Glacier's Trail, located in the Town of Middleton, Dane County, Wisconsin (the "Property"), hereby declare that the Property is and shall remain subject to the following covenants, restrictions, conditions, and easements, and that all such Lots and Outlots are and shall be held, sold, occupied, conveyed, and transferred subject to the covenants, restrictions, conditions, and easements set forth in this Declaration.

Recording Area

Name and Return Address

**ARTICLE I  
DEFINITIONS**

The following definitions shall apply to this Declaration:

"**ACC**" is the Architectural Control Committee established pursuant to Article IV.

038/0708-322-9190-4 and  
038/0708-322-9500-8  
Parcel Identification Number (PIN)

"**Association**" is the Glacier's Trail Homeowners Association, Inc.

"**Board**" is the board of directors of the Association.

"**Bylaws**" are the bylaws of the Association.

"**Declarants**" are Glacier Estates, LLC, a Wisconsin limited liability company, GT Farm, LLC, a Wisconsin limited liability company, Eric E. Larson, and Nancy M. Larson.

"**Developers**" are Glacier Estates, LLC, and GT Farm, LLC.

"**Improvement**" or "**Improvements**" include any buildings, driveways, decks, patios, and all other structures of every kind and description.

"**Lot**" or "**Lots**" are the lots 1 through 34 of the Plat.

"**Outlot**" or "**Outlots**" are Outlots 1 through 5 of the Plat.

"**Owner**" is the person or persons owning the fee simple title to a Lot, except that if a Lot has been sold on land contract, the Owner shall be the person or persons named as the purchaser in the land contract.

"**Plat**" is the Plat of Glacier's Trail.

“**Subdivision**” is Lots 1 through 34, inclusive, and Outlots 1 through 5, inclusive, within the Plat of Glacier’s Trail, Town of Middleton, Dane County, Wisconsin.

“**Town**” is the Town of Middleton, Dane County, Wisconsin.

**ARTICLE II  
PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is and shall be held, sold, occupied, conveyed, and transferred subject to this Declaration is Lots 1 through 34, inclusive, and Outlots 1 through 5, inclusive, of the Plat of Glacier’s Trail, Town of Middleton, Dane County, Wisconsin (the “Property”). Notwithstanding any other provision in this Declaration, Lot 1 of the Plat of Glacier’s Trail is excluded from and is not subject to Articles IV, V, VI, VII, and VIII of this Declaration. Ownership of the Property, as of the date of this Declaration, is set forth in Exhibit A, attached hereto.

**ARTICLE III  
STATEMENT OF PURPOSE**

**3.1 Purpose.** The purpose of this Declaration is to establish covenants, restrictions, conditions, and easements to help the Subdivision become and remain a desirable and high quality residential community, to preserve and maintain the natural beauty of the Property, and to facilitate the appropriate development and improvement of the Lots and the construction of attractive and harmonious homes within the Subdivision.

**ARTICLE IV  
ARCHITECTURAL CONTROL COMMITTEE**

**4.1 Establishment of Architectural Control Committee.** The Glacier’s Trail Architectural Control Committee (“ACC”) is hereby established pursuant to this Article.

**4.2 ACC Members.**

(a) The Developers shall initially serve as the only members of the ACC. Each Developer shall have the right at any time to resign as a member of the ACC.

(b) When a Developer no longer owns any Lots in the Subdivision, that Developer shall resign from the ACC. When both Developers have resigned from the ACC, then the Board shall appoint the members of the ACC. When the Board becomes responsible for appointing the members of the ACC, there shall be at least three and no more than five members of the ACC, and the ACC shall act by the vote of a majority in number of the members of the ACC.

**4.3 ACC Approval Required.**

(a) **Original Construction.** All plans for buildings, landscaping, and other Improvements to be constructed or placed on any Lot, along with all site plans, including elevations and location of septic system and well, shall be approved in writing by the ACC prior to construction. No buildings, structures, fencing, pool or other Improvements shall be constructed or placed on any Lot unless approved in advance in writing by the ACC.

(b) **Additions and Alterations.** All proposed alterations in the exterior appearance of any building, structure, or other Improvement erected or placed on any Lot, including but not

limited to, exterior remodeling and changes in colors from those previously approved, and the construction of additions, patios, decks, swimming pools or other Improvements on Lots, shall be approved in writing by the ACC prior to construction or alteration. No alterations in the exterior appearance, or changes in color, shall be made to any building, structure or other Improvement unless approved in advance by the ACC.

**4.4 Submissions.** Each Owner shall submit the following documents and information to the ACC in conjunction with any request for approval of any construction or alterations on any Lot:

- (a) Two sets of drawings and written specifications for the proposed structure or Improvement showing at a minimum floor plans, elevations of all views of the structure, exterior finishes, roof type, structure and Improvement locations, description of exterior materials and colors, well location, septic system type and location, and any amenities to be constructed or installed on the Lot.
- (b) Two sets of site plans for the Lot identifying proposed grades and location of Improvements to be constructed.
- (c) Any additional information reasonably requested by the ACC.
- (d) Contact information for the Owner, including name, mailing address, e-mail address and telephone number.
- (e) In addition to paper copies of the documents referred to above, the Owner shall submit electronic copies of all documents.
- (f) Plan review fee in the amount of \$300.00.

A submission shall not be complete, and the 30-day approval time set forth in Section 4.5, shall not commence until all required documents have been submitted.

**4.5 ACC Approval; Governmental Approvals.** The ACC shall approve or disapprove a submission within thirty (30) days of its receipt of all of the documents and information required by Section 4.4. The ACC's decision shall be in writing, and may be transmitted to the Owner either by U.S. Mail or e-mail. If the ACC fails to issue its decision within the time limit, approval shall be deemed to have been given. If the submission is approved, any material changes to the approved submission must be resubmitted for approval by the ACC. In addition to obtaining approval of the ACC, the Owner shall also obtain any required building permits and governmental approvals for the proposed construction or Improvement prior to commencing construction. If the submission consists of building plans and specifications for construction of Improvements on any Lot within the Subdivision, the Owner, upon receiving approval of those building plans and specifications from the ACC, shall submit a copy of evidence of that approval to the Town Building Inspector for Inspector's use. However, the Town Building Inspector is not obligated to enforce the covenants or conditions of approval. In addition to obtaining approval of the ACC, the Owner shall obtain any required approvals from the Town of Middleton, Dane County, and any other required governmental agency.

**4.6 Discretion of ACC.** The ACC shall have the right to reject any submission which is not in conformity with the provisions and purposes of this Declaration, or which is not desirable for aesthetic reasons, or is not in harmony with the homes and Improvements constructed on other Lots, in the opinion of the ACC. In exercising its discretion to approve or reject any submission, the ACC may take into consideration the suitability of the proposed building, structure, or Improvement, its design, elevation,

color, construction materials, the harmony thereof with surrounding homes and Improvements, its proposed location, the view from other Lots in the Subdivision, and such other matters of terrain, environmental impact, aesthetics, and the impact upon other Lots in the Subdivision as the ACC may deem appropriate. The location of houses and other Improvements on Lots shall be subject to the approval of the ACC, and the ACC shall have authority to reject the positioning of a proposed house or other Improvement on a Lot, even if the proposed location meets the minimum setback requirements. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the Owner's Lot, releases the ACC and the Developers from liability based upon the good faith exercise of their duties and discretion under this Declaration. Refusal by the ACC to approve submissions may be based on any grounds, including purely aesthetic grounds.

**4.7 Variances.** The ACC shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Article IV, excluding the last four sentences of Section 4.5, and Section 4.9.

**4.8 Preliminary Sketches.** Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of plans for final approval.

**4.9 Site Plan Approval by Town.** For those Lots which contain public stormwater drainage easements and/or public recreational trail easements, site plan approval from the Town is required before any Improvements are constructed. Lots containing public stormwater drainage easements and/or public recreational trail easements include Lots 4, 5, 8, 9, 10, 11, 13, 14, 16, 17, 18, 19, 24, and 25.

## **ARTICLE V ARCHITECTURAL RESTRICTIONS**

All Lots shall be subject to the following restrictions:

**5.1 Construction Restrictions.** The following restrictions shall apply to all Lots:

(a) The exterior walls of the building shall be constructed of brick, stone, stucco, redwood or cedar siding, James Hardie fiber cement siding, LP Smartside, Vesta Steel Siding, Longboard Architectural Siding, Aluminum Composite Material (ACM) panels, or similar products, or a combination of the foregoing materials. Aluminum siding and prefabricated metal (other than the products noted in the prior sentence), concrete block, structural concrete, T1-11, and vinyl siding shall not be permitted. There shall be a uniform and complimentary use of building materials on all four sides of the home.

(b) All chimneys and exterior flues shall be enclosed. Brick chimneys shall be corbeled.

(c) Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit and is placed on the rear of the building or behind an offset in the building so as not to be visible from the front yard.

(d) Brick or stone veneer is required to be placed on the exposed portions of the foundations on the front and both sides of the building (excluding a gap of up to 6" between the ground and the bottom of the siding).

(e) Fascia shall be a minimum of 10" in width unless the ACC, in its discretion, gives approval for a lesser width. Fascia shall be of cedar, redwood, James Hardie fiber cement board, LP Smartside, Vesta steel, Longboard Architectural, or similar product. Aluminum fascia (other than the products noted in the prior sentence) and vinyl fascia will not be permitted.

(f) Soffits may be aluminum, wood, fiber cement board, or stucco.

(g) Roofing shall be architectural type shingles, slate, tile, standing seam metal, or wood shakes. The panel width of metal roofs must be at least 16" on center. Other types of shingles or roofing materials may be permitted with ACC approval, in its discretion. 3-tab shingles are not permitted. Owners must obtain prior written approval from the ACC as to the color and type of the roofing materials.

(h) Plumbing vents, HVAC vents, and roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from the street adjoining the front yard.

(i) All buildings shall have a minimum roof pitch of 6 to 12, unless the ACC, in its discretion, gives prior written approval for a different pitch such as, for example, roofs for prairie style homes.

(j) Proposed colors of siding, trim, and roofing shall be submitted to the ACC for approval. The colors of siding, trim, and roofing shall be coordinated to achieve an aesthetic combination for the building.

(k) Each building on Lots 2 through 17 shall be set back not less than 50 feet from the front lot line, and Lots 18 through 34 shall be set back not less than 30 feet from the front lot line.

(l) Each residential structure shall have a minimum of the following floor area finished living space:

(i) Single-story houses shall have not less than 2,500 square feet.

(ii) Two-story houses shall have not less than a total of 3,000 square feet.

(iii) For the purpose of determining floor area, stair openings shall be included but open porches, screen porches, garages, basements, and below-grade levels, even if finished, shall be excluded.

(iv) The ACC shall have the power in its discretion to grant variances to the minimum floor area requirements where the architecture, quality and other attributes of the proposed house are in harmony with and represent an appearance compatible with other houses in the Subdivision.

(m) No building shall have a building height in excess of 35 feet above grade, unless a greater height is approved by the ACC.

(n) Placement of mailboxes and associated posts shall be subject to the rules of the United States Postal Service and Town ordinances. The Developers or the Board will designate the model and manufacturer of the mailbox to be installed for each Lot. No mailbox shall be installed without the approval of the Developers or the Association. The Developers shall determine the location of clustered mailboxes required by the United States Postal Service.

**5.2 Garages.** All houses must have an attached garage that contains not less than three (3) automobile stalls. Side facing garage doors are encouraged. All of the garage doors shall be a uniform height, not to exceed 9 feet, unless otherwise approved by the ACC.

**5.3 Driveways.** Driveways may be concrete, brick, or asphalt. If a driveway is constructed prior to the roadway surface layer of asphalt being placed, a minimum of 5 feet of the driveway (measured from the roadway pavement edge), must be constructed with cold patch asphalt, hot mix asphalt, or crushed stone. Under current Town policy, Declarants must install the binder course of asphalt for the public streets and then wait a minimum of one calendar year before installing the surface course of asphalt. Each Owner who constructs a driveway before the surface course is placed on the public street adjoining the Owner's Lot shall construct the driveway to match the elevation of the surface course except for the last five feet which shall be sloped down to match the binder course elevation. At the time the surface course is placed, the last five feet of asphalt pavement shall be removed and replaced to match the surface asphalt elevation at the Owner's expense.

For concrete or brick driveways built after the surface asphalt is placed, the concrete or brick may extend to the edge of the street pavement and must match the surface asphalt elevation. Concrete driveways built at this time and extended to the street pavement edge shall be built with a control joint five feet from the asphalt roadway edge.

Whether a driveway is constructed before or after the surface asphalt is placed, the driveway must be built in such a manner that when it its final state (after surface asphalt is placed), the driveway conforms to all requirements of the Town's Driveway Ordinance including the requirement that the driveway slope down and away from the street pavement edge.

It is the responsibility of the Owner to confirm whether or not the surface course has been placed when the Owner constructs the driveway. The Owner can contact the Town for this information.

Any Owner who does not comply with these requirements may be required by the Town to remove and correct the Owner's driveway at the Owner's expense. Before the surface course is placed on a public street, the Town's snow plows may damage driveways which have been placed above the elevation of the binder course of asphalt. The Town will not be liable for the repair of any such damage. Any such damage shall be repaired at the sole expense of the Owner.

Each Owner shall install the Owner's driveway within thirty days after completion of construction of the Owner's house, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

Each Owner shall comply with any driveway ordinance of the Town from time to time in effect, and shall obtain from the Town any driveway permit required by such an ordinance before any driveway is constructed or any culvert placed.

Owners are advised that Section 8.01(3)(e)(i) of the Town Code of Ordinances provides that concrete and brick will be replaced by asphalt during Town street reconstruction projects unless the Owner pays the additional cost of replacement with concrete or brick.

**5.4 Surface Elevation.** The Developers have or will construct certain drainage swales and ditches in the Subdivision. The Subdivision also contains natural drainage ways. These swales, ditches and drainage ways are referred to as the "Drainage System." No Owner may alter the Drainage System without the prior written consent of the Developers. No Lot Owner shall change or cause to be changed the surface elevation, grade, or drainage pattern to surrounding Lots. Developers shall have the right at any

time to grade or regrade the Lots to accommodate, alter, or establish drainage flows. The Developers shall not be liable to any Owner for any such grading or regrading.

**5.5 Minimum Opening Elevations.** Lots 13, 14, 15, and 17 have minimum opening elevations of 1065.0 feet.

**5.6 Lots Subject to Public Stormwater Drainage Easements.** The following Lots are subject to public stormwater drainage easements: 4, 5, 11, 13, 14, 16, 17, 24, and 25. The Owner of a Lot which is subject to a public stormwater drainage easement shall be responsible for mowing the grass and maintaining the trees and other vegetation in the easement area. New plantings (other than grass) in the public stormwater drainage easement areas are not allowed. The Association and the Town shall have authority to enter the public stormwater drainage easement area to maintain, repair, or improve the function of the drainage way.

**5.7 Downspouts.** The Owner of each Lot shall direct all downspouts onto pervious surfaces on the Lot.

**5.8 Swales.** Owners shall not alter any drainage swales, roadside ditches, or natural drainage located within or adjacent to a Lot.

**5.9 Construction Deadline.** Construction of any house shall be completed within one year after the issuance of the building permit. If it is anticipated the length of construction will exceed one year, a construction schedule shall be submitted by the Lot Owner to the ACC for approval. The completion of the lawn and landscaping shall be completed within 60 days of the earlier of date of occupancy or the date of completion of construction of the home, weather permitting.

**5.10 Utilities.** All utilities in the Subdivision shall be installed underground. An Owner shall not change the elevation of any utility easement without permission of the applicable utilities using such easement.

**5.11 Outbuildings.** No outbuilding or accessory buildings, including, but not limited to, storage sheds and detached garages, shall be permitted on any Lot without the prior written approval of the ACC.

**5.12 Prefabricated Homes.** No building previously erected elsewhere may be placed on any Lot.

**5.13 Dog Houses.** No dog houses may be erected on any Lot.

**5.14 Exterior Lighting.** Exterior lighting shall be indirect or of such controlled focus and intensity that the lighting will not disturb the Owners of adjacent Lots. "Daylight" or "bright white" lighting is not allowed. Exterior lighting shall be "soft white" or equivalent, and shall comply with the Town's outdoor lighting ordinance.

**5.15 Wells.** Any well located on a Lot shall be identified on the site plan and approved by the ACC. During construction of a well, the Owner and the Owner's contractor shall not discharge any drilling mud or cuttings into any roadside ditch, natural drainage way in a public stormwater drainage easement, or other improved drainage way. If any such discharge occurs, the Owner at the Owner's expense shall promptly restore the roadside ditch, natural drainage way, or the improved drainage way to its original condition.

**5.16 Construction Fencing.** Prior to commencement of construction on any Lot adjacent to an Outlot, the Owner shall cause to be constructed a temporary construction fence at least 5 feet from the property line of the Outlot sufficient to stop construction materials from encroaching on the Outlot. The temporary construction fence shall be in addition to any soil erosion fencing required by law. The temporary construction fence shall remain in place until construction is completed, and upon completion of the construction the fencing shall be removed.

**5.17 Play Equipment, Courts, and Structures.** No swing set, sport court, basketball equipment or other recreational equipment shall be installed on any Lot without the prior written approval of the ACC. No such equipment shall be placed, whether permanently or temporarily, in the unpaved portion of the street, in any public street right-of-way, or within a public stormwater drainage easement or public recreational trail easement.

**5.18 Wind-Powered Generators, Antennas, Satellite Dishes.** Except to the extent that this prohibition is limited by federal or state law, no wind-powered electric generators, exterior television or radio receiving or transmission antenna or satellite signal receiving station or dish shall be placed or maintained on any Lot without prior written approval of the ACC.

**5.19 Solar.** Solar energy systems may not be installed on any Lot unless such installation is first approved in writing by the ACC. The ACC shall have authority to reject requests for the installation of solar equipment, if the ACC determines, in its discretion, that the installation will have an adverse impact on neighboring Lots or the Subdivision.

**5.20 Private Wastewater Treatment Systems.** The Town will not issue a building permit for any Lot until Public Heath Madison and Dane County (PHMDC) has approved the suitability of the Lot for the installation of an on-site private wastewater treatment system (POWTS).

**5.21 Trail Setback Requirement.** Lots 8, 9, 10, 14, 17, and 18 contain 20' building setbacks from the public recreational trail easements on or adjacent to these Lots.

**5.22 Variances.** The ACC shall have the right, in its sole discretion, to grant variances to any of the covenants and restrictions in this Article, except that variances may not be granted with respect to Sections 5.3, 5.5, 5.6, 5.10, 5.15, 5.17, 5.20 and 5.21.

## **ARTICLE VI LANDSCAPING AND YARD**

**6.1 Landscaping Plan.** The Owner shall submit a landscaping plan to the ACC for approval prior to commencement of construction of a home on the Lot. The landscaping plan shall show trees, bushes, planting beds, walkways, retaining walls and any other landscaping features. Owners are encouraged to use Wisconsin-native trees, shrubs, and flowering plants in their landscaping. Oaks and other Wisconsin native hardwood trees are encouraged.

**6.2 Conifers.** Each Lot Owner (excluding Lots 11, 12, and 13) shall plant three conifers of at least 4 feet in height in the front lawn area. The landscaping points required in Section 6.3 below shall be in addition to this requirement such that no points shall be received for fulfilling this requirement.

**6.3 Landscaping Points.** In addition to the requirement in Section 6.2 above, the landscaping plan for each Lot (excluding Lots 11, 12, and 13) shall achieve a minimum of 800 landscaping points as determined by the following point schedule.



| <u>Landscaping Element</u>  | <u>Point Value</u> |
|---|--------------------|
| Canopy Tree (2" - 3" caliper at 18 inches)  | 75                 |
| Canopy Tree (3" - 4" caliper at 18 inches)  | 100                |
| Canopy Tree (greater than 4" at 18 inches)  | 150                |
| Canopy Tree or Small Tree (1-1 1/2" caliper at 18 inches, i.e., Crag, Hawthorn, etc.) | 50                 |
| Evergreen Tree (4 feet in height or greater)  | 50                 |
| Large Deciduous Shrub (3-year transplant - 36" min.)                                  | 10                 |
| Small Deciduous Shrub (3-year transplant - 18" min.)                                  | 5                  |
| Evergreen Shrub (3-year transplant - 24" min.)  | 5                  |

**6.4 Lawns.** All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the area within the street right-of-way immediately adjacent to the Lot.

**6.5 Maintenance of Landscaping.** The maintenance of the lawns, plantings and yard areas is the responsibility of the Lot Owner. The Lot Owner shall also mow and maintain the lawn and ditch area in the street right-of-way immediately adjacent to the Owner's Lot. Any trees or shrubs which die shall be removed by the Lot Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements. The use of plantings in excess of those requirements above is encouraged. However, the complete screening of the front and side yards is prohibited.

**6.6 Installation Deadline.** Installation of the lawn and landscaping shall be completed within 60 days of the earlier date of occupancy or the date of completion of construction of the home, weather permitting.

**6.7 Landscaping in Drainage Ways.** No Owner shall grade or obstruct any swale or drainage way whether protected by easement or not which is in existence at the time of development so as to impede the flow of surface water from other Lots through such swale or drainage way. This shall include the drainage ditches along the public streets.

**6.8 Landscaping in Easements.** No structure or other materials shall be placed or permitted to remain within any utility easement or public stormwater drainage easement. New plantings (other than grass) are not allowed in any utility easement or public stormwater drainage easement. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Lot Owner shall not change the finished grade on a utility easement without the consent of the utility company. The Lot Owner shall not change the finished grade of public stormwater drainage easement without the written consent of the Town and the Association.

**6.9 Fences.** No fence or wall of any kind (other than temporary construction fencing installed pursuant to Section 5.14) shall be installed on any Lot without prior written approval from the ACC. No fence or wall constructed by an Owner shall encroach upon any public stormwater drainage easement, town trail easement, or street right-of-way.

**6.10 Variances.** The ACC shall have the right to grant variances to any of the covenants and restrictions set forth in this Article, except that no variances may be granted with respect to Sections 6.7, 6.8, and 6.9.

**ARTICLE VII  
USE RESTRICTIONS**

**7.1 Use.** Lots shall be used exclusively for single-family residences. No business, whether or not for profit, including, without limitation, any daycare center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Lot.

**7.2 No Short-Term Rentals.** No house or any portion of a house within the Subdivision shall be rented for a period of less than 30 days.

**7.3 Pets.** No more than three domestic animals may be kept on any Lot. Domestic animals may not be kept, bred or maintained for any commercial purpose. All animals shall be housed in the house or garage. No free-standing kennels or dog houses shall be allowed. Commercial animal breeding, boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No dog whose barking creates a nuisance to neighbors shall be kept on any Lot. No animals having vicious propensities shall be kept on any Lot. Except as expressly provided in this section, no animals, livestock, reptiles, birds or poultry of any kind shall be raised, bred or kept on any Lot.

**7.4 Parking.** Parking of commercial or service vehicles, including lawn tractors, owned or operated by residents within the Subdivision shall be prohibited unless kept inside garages. Storage of boats, travel trailers, motor homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars or other vehicles shall be parked on lawns or yards within the Subdivision at any time.

Any cars or comparable motor vehicles owned or operated by residents of a Lot shall also be kept inside garages, except that the residents may park in driveways such vehicles which are in regular, daily use, not to exceed two in number. For this purpose, a vehicle shall be considered in regular, daily use if the resident uses the vehicle for travel to and from the Lot at least once every 72 hours. The right to park daily use vehicles in the driveway shall not apply to commercial or service vehicles.

**7.5 Appearance.** Each Owner shall be responsible for maintaining the Owner's Lot, house, lawn, and all Improvements in a neat appearance at all times. This covenant shall apply to all Lots from the date of purchase, regardless of whether a building has been or is in the process of construction. The Owner's obligation shall include, but is not limited to the following:

(a) **Noxious Weeds.** All areas of Lots 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 the areas free from noxious weeds. All lawns shall be free from noxious weeds.

(b) **General Upkeep.** The Owner shall keep the Owner's Lot and its house and other Improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, and the painting or other external care of the house and all buildings and other Improvements, all in a manner and with such frequency as is consistent with good property management.

(c) **Trash.** Trash and recycling containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage or refuse shall be placed upon the curb unless in a suitable container. No garbage or refuse shall be placed on any Lot except household trash and recycling bins stored in the garage or in temporary dumpsters used during

construction or remodeling of a house. No trash, cuttings, leaves, rocks or earth shall be deposited on any Lot or Outlot, except an Owner may maintain a screened composting facility, but only with the prior written approval of the ACC.

**7.6 Nuisances.** No noxious or offensive trade or activity may be conducted on a Lot which will become a nuisance to the neighborhood or any other Lot within the Subdivision.

**7.7 Signs.** No signs of any type shall be displayed on any Lot without the prior written consent of the ACC, except lawn signs of no more than eight (8) square feet in size advertising the Lot where located for sale, or identifying the builder during the period of construction of a house.

**7.8 Resubdivision.** No Lot shall be subdivided. This section shall not be construed to prevent the use of two or more Lots for one building site.

**7.9 Temporary Dwellings.** No trailer, tent, shack, garage, or other structure, other than a home constructed pursuant to this Declaration, shall be used as a residence on any Lot.

**7.10 Tree Preservation.** Retention of healthy native trees is strongly encouraged. No tree with a trunk diameter of greater than 3" shall be removed outside the identified building envelope except to remove dead, dying or diseased trees, to remove invasive species, for coordination with the placement of septic systems, or as otherwise authorized by the ACC.

**7.11 Firearms and Hunting.** No firearms shall be discharged within the Subdivision. No hunting will be allowed within the Subdivision.

**7.12 Fireworks; Noise Control.** Use of explosive fireworks is not allowed in the Subdivision. Activities which produce loud or excessive noises which disturb neighboring Lot Owners are prohibited.

**7.13 Parade of Homes.** While the Developers retain ownership of any Lots within the Subdivision, the Developers reserve the right to submit some or all of their Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes, this Declaration as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, shall be deemed temporarily altered and modified, to the extent necessary to permit the Parade of Homes to be held in the Subdivision. All purchasers of Lots within the Subdivision, and their successors and assigns, shall take title subject to this specific reservation by the Developers and shall waive all rights to object to violations of this Declaration by the Developers, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the periods of such parade(s) as set forth above.

## ARTICLE VIII ASSOCIATION

**8.1 Membership.** Every Owner of a Lot (except Lot 1) shall be a member of the Association. By acquiring a Lot, every Owner shall be conclusively deemed to have consented to membership. Lot 1 Owner shall not be a member of the Association and shall not be required to pay any assessments to the Association.

**8.2 Rights and Duties of Members.** The articles of incorporation and the Bylaws of the Association are incorporated by reference. Among other matters, the articles of incorporation and Bylaws restrict the voting rights of certain members, and obligate all members except for Declarants to pay regular

and special assessments to the Association for its operations. The members shall have the rights and duties set forth in this Declaration, the articles of incorporation and Bylaws of the Association, all as amended from time to time, and as provided by applicable law. Any authority of the Association and its members shall be subject to the authority given to the Developers and the ACC in this Declaration.

**8.3 Management of the Association.** The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have the duties, powers and responsibilities, set forth in this Declaration and in the articles of incorporation and Bylaws of the Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin.

**8.4 Developer Control.** Notwithstanding anything contained in this Declaration to the contrary, the Developers shall govern the affairs of the Association until the Developers no longer own at least two Lots. Control of the Association shall be turned over to the Lot Owners upon the earlier of:

- (a) When the Developers no longer own a combined total of two or more Lots; or
- (b) When both Developers have elected to relinquish their control of the Association.

**8.5 Enforcement by the Association.** The Association, subject to the rights of the Developers set forth in this Declaration and subject further to the enforcement rights provided in Section 10.5, shall have the right to enforce this Declaration.

**8.6 Assessments.** Each Owner of a Lot (except Lot 1) shall pay regular and special assessments that are assessed by the Association pursuant to its Bylaws. The expenses to be assessed to the Owners of Lots shall include all of the reasonable and necessary expenses incurred by the Association in performing its obligations, including utilities, insurance, fees for services, reserves deemed necessary or advisable in connection with any real estate taxes and special assessments and a reasonable amount of working capital. Until such time that the Association adopts a budget, the annual assessment amount shall be set at \$500.00 per Lot. The Declarants shall not be required to pay assessments for Lots which they own, except Lots on which a house has been constructed.

**8.7 Collection of Assessments.** The Association shall levy and collect assessments as provided in its Bylaws. Assessments levied by the Association shall be due and payable within 30 days from the date of such levy. In the event any assessment levied against any Lot remains unpaid for a period of 60 days from the date of the levy, the Association may file a claim for a lien against the Lot for which payment is not made, and under Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. Assessments which are not paid by the date on which they are due shall accrue interest at the rate of 12% per annum. The Association may exercise such remedies to collect unpaid assessments 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. The Owner of a Lot shall be personally obligated to pay such charges which are assessed or accrued during that Owner's period of ownership. Upon conveyance of a Lot, the grantee of such conveyance shall be jointly and severally liable with the grantor for all unpaid assessments and accrued interest. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats.

**8.8 Conveyance of Outlots to the Association.** Declarants may at any time convey one or more Outlots to the Association. When Outlots are conveyed to the Association, the Association shall provide for the care, operation, management, maintenance, and repair of those Outlots. The Association

shall be responsible for maintaining the wet detention basin, infiltration basin, and other stormwater management features and Improvements on the Outlots, and those located on Lots within the Subdivision. The Association shall be responsible for the payment of any present and future general real estate taxes and special assessments, if any, levied against the Outlots which are owned by the Association. Any Outlots not previously conveyed to the Association shall be conveyed to the Association at such time as 51% of the Lots have been conveyed to purchasers other than Declarants.

**8.9 Use of Outlots.** Outlots are to be used and maintained as open space. No structure shall be constructed or installed on the Outlots without the prior approval of the Town Board. The obstruction of drainage ways and stormwater management improvements within the Outlots with vegetation or otherwise is prohibited. The Association shall be responsible for maintenance of vegetation on the Outlots.

**8.10 Stormwater Management.** The Association, when it becomes the owner of the Outlots, shall inspect, repair, and maintain the Outlots pursuant to the requirements of the Stormwater Management Agreement to be executed in connection with the Plat, a copy of which is attached hereto as Exhibit B, as the same may be amended (the “Stormwater Management Agreement”), including but not limited to the removal of noxious weeds, periodic mowing, and upkeep of stormwater management facilities (including, without limitation, any swales). The Association shall be responsible for maintenance and repairs to other parts of the stormwater management system including drainage swales, and the pipes in the street right-of-way connecting wet detention basins. The Association shall be responsible for the required biennial reporting on stormwater management facilities to the Town. The Association shall complete the inspections required by the recorded Stormwater Maintenance Agreement for the Subdivision. If the Association fails to maintain any areas required in this section, the Town shall have the right, after providing the Association with written notice of the maintenance issue and thirty (30) days to comply with the Town’s maintenance request, to enter the property at issue in order to conduct the work specified in the notice. All costs and expenses incurred by the Town in conducting such maintenance may be charged to the Association by placing the amount on the tax roll as a special assessment in accordance with Section 66.0703, Wis. Stats., and applicable Town Ordinances. The Association shall be responsible for completing and submitting the biennial report to the Town on all stormwater facilities within the Plat as required under the Stormwater Management Agreement.

**8.11 Mailboxes.** The Association shall be responsible for maintaining the cluster mailboxes located in the Subdivision. The mailboxes throughout the Subdivision shall be uniform. The Developers shall specify the type and model of mailbox to be used initially for all Lots located in the Subdivision. After the Developers relinquish control of the Association, the Board of Directors of the Association shall specify the type and model of mailbox. The Developers, at their expense, will provide the first mailbox for each Lot. As mailboxes are replaced due to age, damage, or other reason, the Association shall bill the individual Lot Owner for the cost thereof, which bill shall constitute a special assessment against that Lot.

**8.12 Invasive Species.** When the Outlots are conveyed to the Association, the Association shall assume the Developers’ responsibilities under the Invasive Species Management Plan entered into between the Town and Developers, with respect to the control of invasive species on the Outlots.

## **ARTICLE IX EASEMENTS**

**9.1 Intent.** The intent of this Article is to generally describe easements and restrictions which are depicted on the Plat. The Plat is incorporated by reference.

**9.2 Utility and Drainage Easements.** Utility easements and drainage easements on Lots and Outlots are shown on the Plat. The location and width of the easements is indicated on the Plat. Lots 4, 5, 11, 13, 14, 16, 17, 18, 19, 24, and 25 are subject to public stormwater drainage easements.

**9.3 Public Recreational Trail Easements.** Lots 8, 9, 10, 14, and 17 and Outlots 3, 4, and 5 are subject to public recreational trail easements as shown on the Plat. The width of the public recreational trail easements is 15 feet on Lots 8, 9, 10, 14 and on Outlots 3 and 4. The width of the public recreational trail easements on Lot 17 and on Outlots 4 and 5 is 30 feet. The width of the public recreational trail easement on the Outlots is indicated on the Plat. The public recreational trail easements are easements in favor of the Town for open space and public recreational trails. The Owner of any Lot containing a public recreational trail easement shall not install or allow the installation of any plantings or above-ground improvements, nor any soil absorption system for waste disposal, within or above the easement without written permission from the Town. The Town shall not have any responsibility or liability for damage to, or destruction of, any improvements made within the easement areas resulting from the intended use of the easement by the Town or the public, or from any maintenance activities performed on any trail improvements constructed by the Town. The use of snowmobiles, motor cycles, golf carts or other motorized vehicles within the public recreational trail easement areas shall be prohibited, except to the extent the Town allows their use on public recreational trails, or as may be necessary to accomplish repairs and maintenance of the public recreational trail areas. The Town, as beneficiary of the public recreational trail easements, shall have the right to improve, repair, maintain, and allow public use of the public recreational trails within the public recreational trail easement areas shown on the Plat, as the Town from time to time determines.

**9.4 Ice Age Trail.** Outlots 1, 2, and 5 are subject to an easement in favor of Ice Age Trail Alliance, Inc., under terms and conditions established between Declarants or the Association, and Ice Age Trail Alliance, Inc.

**9.5 Landscaping Within Easements.** No trees, shrubs, structures, or any other Improvements, other than grass or similar ground cover, shall be placed within any public recreational trail or stormwater management area, except as otherwise approved in writing by the Town and the Association.

**9.6 Invasive Species Control Along Town Trails.** Pursuant to the Invasive Species Management Plan entered into between the Town and the Developers, invasive species shall be removed within 50 feet of either side of the center line of the public recreational trails. An easement is granted to Developers on Lots 8, 9, 10, 14, 17, and 18 for a period of one year from the date of implementation of the Invasive Species Management Plan, to comply with Developers' obligations for removal of invasive species within this area. During the one-year period, persons designated by the Developers shall be permitted to enter the specified Lots to inspect for and remove invasive species within 50 feet of the center line of the town trail and to otherwise comply with the Invasive Species Management Plan.

## ARTICLE X GENERAL PROVISIONS

**10.1 Lot 1 Setback.** Lot 1 is subject to a building setback from Mound View Road of 150 feet. No structures or Improvements shall be constructed within 150 feet of Mound View Road without the prior consent of the Town.

**10.2 Notice Regarding Nitrates.** Notice is hereby given that there is a potential concern with high nitrates in Dane County. It is recommended that Owners perform periodic well water testing for nitrates.

**10.3 Term.** This Declaration will run with the land and shall be binding upon and inure to the benefit of all persons having an interest in any of the Lots for a period of thirty (30) years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five-year terms unless terminated as provided in Section 10.2.

**10.4 Amendment.**

(a) While the Developers each own one or more Lots, the Developers, acting together, shall have the right to terminate or amend this Declaration by an instrument signed by them and recorded at the Dane County Register of Deeds. If only one of the Developers owns Lot(s), that Developer, acting alone, shall have the right to terminate or amend this Declaration.

(b) After none of the Developers own any Lot, the Owners by vote or consent of Owners owning two-thirds or more of the Lots, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds; provided, however, that no amendment adopted by the Owners shall place any added obligations or burdens on the Declarants or the Developers.

(c) Amendment or termination of Sections 4.5 (last three sentences), 4.9, 5.3, 5.5, 5.6, 5.10, 5.15, 5.17 (last sentence), 5.20, 5.21, 6.7, 6.8, 6.9, 10.1, and Article IX of this Declaration shall be subject to approval by the Town.

(d) Section 10.1 may be amended at any time with the consent of Lot 1 Owner and the Town. The consent of the Owners of Lots other than Lot 1 shall not be required for the amendment of Section 10.1.

**10.5 Invalidation.** Invalidation of one or more of the provisions of this Declaration or any severable part of any provision by judgment or court order shall not affect any other provisions, which shall remain in full force and effect.

**10.6 Exculpation.** The ACC and its members shall not be liable for damages to any person submitting a request for approval, or to any Owner, tenant, mortgagee of any of the Lots or anyone else by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such request. The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes or practices. The approval of plans by the ACC does not constitute a representation that any home or plan site meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of each Lot, and the Owner's builder, shall have the sole responsibility to insure compliance with all such requirements. The Declarants, the Developers, and the ACC shall not have any responsibility or liability for any such matters.

**10.7 Enforcement Actions.**

(a) Any Declarant or Developer, the Association, the ACC, and any Owner shall have the right to sue for and obtain a prohibitive or mandatory injunction, or any equitable remedy to prevent the breach of, or to enforce the observance of this Declaration, in addition to the right to bring legal action for damages. The Association, however, shall have the exclusive right to collect assessments that are assessed pursuant to the Association's Bylaws. The Town shall have the right to enforce only those sections of the Declarations listed in Section 10.4(c).

(b) Any Owner who violates a provision of this Declaration shall be liable for reasonable attorney fees and court costs incurred by the enforcing party in any action brought under

Section 10.5(a). Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

**10.8 Zoning.** All Lots are further subject to, and shall fully comply with, the applicable zoning laws, ordinances, and building codes. The current zoning for the Residential Lots and Outlots is AT-5, Agriculture Transition. The Town, in the Town's sole discretion, may apply to Dane County to rezone the Residential Lots to SFR-08, Single Family Residential, and the Outlots to another classification at any time in the future. Each Owner of a Residential Lot or Outlot waives any objection to the rezoning of any and all Residential Lots and Outlots by the Town.

**10.9 Notices.** Any notice given in connection with this Declaration shall be in writing and may be given in any one of the following ways:

- (a) By personal delivery,
- (b) By Federal Express or other express mail service,
- (c) By mailing, via First Class United States mail, postage prepaid, addressed to the last known address of the recipient, or
- (d) By electronic mail.



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**Glacier Estates, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

STATE OF WISCONSIN            )  
  ) ss.  
DANE COUNTY                            )

Personally came before me on \_\_\_\_\_,  
2023, the above-named \_\_\_\_\_,  
on behalf of Glacier Estates, LLC, to me known  
to be the person(s) who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**Eric E. Larson**

**Nancy M. Larson**

STATE OF WISCONSIN            )  
  ) ss.  
DANE COUNTY                            )

Personally came before me on \_\_\_\_\_,  
2023, the above-named Eric E. Larson and  
Nancy M. Larson, to me known to be the  
person(s) who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

This document was drafted by:  
Attorney Randall J. Andersen  
Law Offices of Kay & Andersen, LLC

**GT Farm, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_

STATE OF WISCONSIN            )  
  ) ss.  
DANE COUNTY                            )

Personally came before me on \_\_\_\_\_,  
2023, the above-named \_\_\_\_\_,  
on behalf of GT Farm, LLC, to me known to be  
the person(s) who executed the foregoing  
instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**EXHIBIT A**

**CURRENT OWNERSHIP OF THE PROPERTY**

Lots owned by Glacier Estates, LLC: Lots 2 through 7.

Lots and Outlots owned by Eric E. Larson and Nancy N. Larson: Lot 1, Outlot 1, and part of Outlots 2 and 5.

Lots and Outlots owned by GT Farm, LLC: Lots 8 through 34, Outlots 3 and 4, and part of Outlots 2 and 5.

**ADDENDUM A-1 TO WB-13 VACANT LAND OFFER TO PURCHASE**

The following provisions are made a part of the Offer to Purchase:

1. **Closing.** The closing of this transaction shall occur within 21 days following the date Seller provides notice to Buyer that Seller's Work (as defined below) has been completed and that a building permit can be obtained for the construction of a house on the Property ("Seller's Notice to Close").
2. **Seller's Work.** Seller shall deliver the Property at closing to Buyer, in "as is" condition, except that Seller shall complete, at Seller's cost, the work required by the Town of Middleton as a precondition to issuance of a building permit (the "Seller's Work"). If Seller has not completed Seller's Work necessary for the issuance of a building permit by the first anniversary of the date of acceptance of this Offer, then Buyer may elect to terminate this Offer upon written notice to Seller, in which case this Offer shall be null and void and the earnest money shall be refunded to Buyer.
3. **Seller's Contingencies.** This Offer is contingent upon Seller obtaining all necessary governmental approvals for Seller's intended development of the Glacier's Trail subdivision and Seller proceeding with construction of the infrastructure serving the Glacier's Trail subdivision no later than July 24, 2023. If the necessary governmental approvals are not obtained by July 24, 2023, or if Seller does not proceed with construction of the infrastructure by July 24, 2023, Seller shall have the right to give notice declaring this Offer null and void, in which case the earnest money shall be promptly returned to Buyer. This contingency is for Seller's benefit and may be unilaterally waived by Seller.
4. **Final Plat.** Buyer has received a copy of the proposed final plat which was submitted to the Town of Middleton. Changes may be made to the final plat prior to the time that it is signed and recorded. A copy of the final plat will be provided to Buyer after it is signed and recorded. If changes are made to the final plat which are unacceptable to Buyer, then Buyer shall have the right to terminate this Offer and receive the return of the earnest money, by delivery of written notice of termination to Seller within 10 days of the date of Buyer's receipt of the recorded final plat.
5. **Exclusive Remedy for Seller Default.** The parties hereby agree that if Seller defaults under this Offer, then Buyer's sole and exclusive remedy shall be to terminate this Offer and obtain a refund of the earnest money. Buyer shall not pursue any other legal or equitable remedy, including without limitation, suit for actual or consequential monetary damages, injunctive relief or specific performance, related to such breach or default by Seller.
6. **Declaration of Covenants; Homeowners Association.** The Property will be conveyed to Buyer subject to a Declaration of Covenants, Restrictions, Conditions and Easements for Glacier's Trail (the "Declaration of Covenants"), to be recorded prior to closing. The Property will be part of and subject to the Glacier's Trail Homeowners Association, as provided in the Declaration of Covenants. Buyer has received a draft copy of the Declaration of Covenants. The Developers may make changes to the draft Declaration of Covenants. If changes are made to the Declaration of Covenants prior to the closing of this transaction which adversely impact Buyer, then Buyer shall have the right to terminate this Offer by delivering written notice of termination to Seller within 10 days of the date of Buyer's receipt of the revised Declaration of Covenants.
7. **Lines 494-495.** The following language is inserted in the blank line on lines 494-495 of the Vacant Land Offer to Purchase: "easements, restrictions, covenants, and other matters of record; Declaration of Covenants, Restrictions, Conditions, and Easements for Glacier's Trail."
8. **Private Onsite Wastewater Treatment System (POWTS) Suitability.** Seller shall provide a percolation test report within 90 days of acceptance of this Offer. If the test results do not indicate that the area tested would be appropriate for a conventional or mound septic system, then Buyer shall have the right to terminate this Offer by delivering notice of termination to Seller within 10 days of the date the test results are provided to Buyer.
9. **Fences.** Seller shall have the right to remove any fences prior to closing, at Seller's discretion.

**BUYER:**

**SELLER:**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)