

Document No.

DANE COUNTY
REGISTER OF DEEDS

3251975

09-19-2000 3:52 PM

Trans. Fee

Rec. Fee 58.00
Pages 25

000690

**DECLARATION OF COVENANTS, RESTRICTIONS AND
CONDITIONS**

Return to:
Paul J. Dombrowski
Michael Best & Friedrich LLP
P.O. Box 1806
Madison, WI 53701-1806

See Exhibit A

Parcel Identification Number

A. JAKS INVESTMENTS, LLC, a Wisconsin limited liability company (the "Developer"), is the owner of the real estate in the City of Madison, Dane County, Wisconsin, which has been platted as Hawk's Landing Golf Club (the "Subdivision"). The portion of the Subdivision which is subject to this Declaration is more particularly described on the attached Exhibit A.

B. Developer intends to construct or allow to be constructed or developed within the Subdivision: (1) lots for residences, (2) a Golf Course and related amenities, (3) buildings for multi-family residential uses (which may in some cases now or hereafter be subjected to the Wisconsin Condominium Ownership Act), (4) commercial facilities, (5) public parks, and (6) other related improvements.

C. The Developer desires to subject the residential single family Lots within the Subdivision (the "Lots") to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the residential single family Lots within the Subdivision, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

D. Developer further intends to make the benefits and provisions of this Declaration available to other properties by expansion of the property subject to this Declaration in the manner set forth herein.

NOW, THEREFORE, the Developer hereby declares that the Lots within the Subdivision which are more particularly described on the attached Exhibit A shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Subdivision and each Lot thereof, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein:

25/58

ARTICLE I

STATEMENT OF PURPOSE

000691

1.01. General Purpose. The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to ensure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to ensure the highest and best development of the Subdivision; and to encourage and secure the construction of attractive structures thereon.

1.02. Architectural Control. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Developer or the Committee, whichever is then applicable.

ARTICLE II

DEFINITIONS

The following definitions shall be applicable to this Declaration:

Association. The Hawk's Landing Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

City. The City of Madison, Wisconsin.

Committee. The Architectural Control Committee described in Section 3.02.

Declaration. This Declaration of Covenants, Restrictions and Conditions.

Developer. JAKS Investments, LLC, its successors and assigns.

Lot. A portion of the Subdivision identified as a lot on the recorded plat of Hawk's Landing Golf Club, specifically excluding Outlots and specifically excluding lots 69, 70, 286, 322, and 323, which have been dedicated to the City for use as a park, and specifically excluding lots 53, 62, 63, and 117, which Developer intends to develop as multi-family and/or commercial uses, and lots 16, 17, 41, and 234, which Developer intends to develop as part of the Golf Course (as hereinafter defined).

Outlot. Any portion of the Subdivision identified as an outlot on the recorded plat of Hawk's Landing Golf Club.

Owner. The person or persons, including any business organization, having the power to convey the fee simple or land contract vendee's title to a given Lot.

Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

Subdivision. The lands platted by the Developer as Hawk's Landing Golf Club, as the same may be expanded from time to time pursuant to Section 8.02.

ARTICLE III

000692

ARCHITECTURAL CONTROL

3.01. By the Developer. For all buildings erected or placed on any Lot, the plans, specifications, site plans and landscape plan must be submitted to the Developer, or the Developer's duly sworn authorized agent, or the Developer's successors and assigns, and be approved in writing by same as to quality of workmanship and materials, harmony of exterior design including exterior colors, size, location with respect to topography, and finish grade elevation in relation to the street elevation and the finish grade of adjacent structures and Lots, prior to commencement of any construction on any Lot.

3.02. Architectural Control Committee. After the Developer ceases to have any title to any Lot, the plans, specifications, and site plans must be submitted to a committee of three persons elected by a majority of persons holding title to any Lot or Lots, for approval in writing by a majority of said committee as to all of the items enumerated in the preceding paragraph. The election of said committee (the "Committee") shall be held annually on the second Monday in January of each year at the site selected by the Developer or the previous Committee. Vacancies created between elections shall be filled by the remainder of the Committee. The Developer may at any time elect to assign to the Committee all of the Developer's approval rights described in this Declaration.

3.03. Procedure. The plans, specifications, site plan and landscape plan described in Section 3.01 shall be submitted to the Developer or the Committee, whichever is then applicable. A submission will not be complete and the fifteen (15)-day approval time set forth below shall not commence until all documents required in this Section have been submitted. All such submissions shall be to Developer at its principal place of business or to such address that the Committee may designate, whichever is then applicable, together with any applicable fee required under Section 3.04. Developer shall then consider such submission, or the chair of the Committee shall then call a meeting of the Committee to consider such submission, whichever is then applicable. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the unanimous written consent of at least two (2) of its members, may take action without a meeting. The Developer or the Committee, whichever is then applicable, may approve, disapprove or approve subject to stated conditions, the plans and specifications. If the Developer or the Committee, whichever is then applicable, conditionally approves the plans and specifications, then the applicant shall be entitled to resubmit such plans and specifications. If the Developer or the Committee, whichever is then applicable, fails to render its decision on the plans and specifications within fifteen (15) days of their submission, or upon any resubmitted plans and specifications within seven (7) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans and specifications are not rejected, then the Owner of the Lot shall make any improvements or alterations in strict accordance with

the submitted documents. All changes to such plans and specifications must be resubmitted to, and approved by, the Committee or the Developer, whichever is then applicable.

000693

3.04. Fees. The Developer or the Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Developer's or the Committee's out-of-pocket costs incurred in connection with its review of any plans and specifications or of any resubmission of any such plans and specifications and may be adjusted at any time by the Developer or the Committee.

3.05. Liability. By approval of the plans and specifications submitted to the Developer or the Committee, neither the Developer nor the Committee shall be responsible for obtaining any approval necessitated by ordinances of the City, and neither the Developer nor the Committee gives any opinion or makes any representation that a building built pursuant to the plans and specifications will be structurally sound; or that the plans and specifications meet any city, county or state codes. Neither the Developer nor the Committee shall have any liability to any builder or Lot Owner with respect to the construction of and materials used in any building on a Lot. It shall be the builder and Lot Owner's sole responsibility to obtain all permits for construction of any improvements on a Lot.

3.06. Builders. For each building erected or placed on any Lot, the prime contractor or builder to be hired for construction of such building must be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality residential homes.

3.07. Alterations. No alteration in the exterior appearance of existing buildings, including but not limited to exterior remodeling and the construction of patios, decks, fences, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

3.08. Existing Vegetation. The existing vegetation of each Lot, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Lot Owner. All such existing trees shall be protected during construction and preserved by wells or islands and proper grading.

3.09. Elevations. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. A copy of all plot plans showing the elevation of lot corners and the first (1st) floor of the house shall be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Committee, whichever is then applicable, or any adjacent neighbor within the Subdivision a cause of action against the

person violating such grading plan. No earth, rock, gravel or clay shall be excavated or removed without the approval of the Developer or the Committee. Drainage patterns for each Lot are indicated by arrows on the site grading plan that is filed with the City of Madison Engineering Department and such drainage patterns shall be maintained by the Lot Owner unless modified in writing by the City Engineer.

ARTICLE IV

000694

ARCHITECTURAL RESTRICTIONS

4.01. Minimum Floor Areas. The following minimum floor area requirements shall apply to all single family residential buildings erected on Lots 218 through 233 in the Subdivision:

- a. No single story building shall have less than 3,500 square feet;
- b. No two-story building shall have less than 4,500 square feet;
- c. No raised ranch, bi-level, or tri-level building shall have less than 3,500 square feet on the main level;
- d. The above minimum requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Subdivision.

The following minimum floor area requirements shall apply to all single family residential buildings erected on Lots other than Lots 218 through 233 in the Subdivision:

- a. No single story building shall have less than 2,000 square feet;
- b. No two-story building shall have less than 2,500 square feet;
- c. No raised ranch, bi-level, or tri-level building shall have less than 2,000 square feet on the main level;
- d. The above minimum requirements may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Subdivision.

For the purpose of determining floor area, stair openings shall be included but the second floor area above an open foyer, open porches, screened porches, attached garages and basements, even if the basements are finished, shall be excluded. All measurements shall be taken from the outside walls.

4.02. Setbacks. A minimum building setback of forty (40) feet from the front property line and ten (10) foot side yards are suggested. However, all buildings constructed on any Lot subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and setback requirements imposed by the local ordinance. The Developer or the Committee, whichever is then applicable, shall have the right to change the side-yard and setback requirements for new construction on Lots within the Subdivision from time to time in their sole discretion.

000695

4.03. Facades. The front elevation (excluding windows and trim) of all single family residential buildings shall be one hundred percent (100%) stone, stucco or brick, and each side of any building must have at least one window. No artificial siding shall be permitted on the front elevation. In the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the Subdivision (for example, a house sided entirely with cedar), the Developer or the Committee may waive this requirement. To waive this requirement, the Developer or the Committee may require increased dwelling size, architectural features, and/or landscaping. No plywood or Texture II type siding shall be allowed.

4.04. Garages and Driveways. All single family residential buildings must have an attached garage and such garage must contain not less than two (2) garage stalls. Garage entrances must be located on a side of the residence which does not face the street fronting the Lot, except in the case of a Lot bordered by two streets in which case the garage entrance must be located on the side on which the front entrance does not face, unless the Developer or the Committee, whichever is then applicable, determines that the proposed architecture and quality of the house or layout of the Lot is such that a front-entry garage presents an appearance compatible with other houses in the Subdivision. If a front-entry garage is so permitted: (a) the overhead garage doors shall be of a uniform height, (b) no more than two (2) overhead garage doors may be used, and (c) two (2) double overhead garage doors shall not be permitted. All driveways must be brick or paved with concrete. All driveways on Lots shall be completed within thirty (30) days of completion of house construction, unless winter weather conditions restrict the ability to complete such driveway construction. The garage floor elevation shall be within thirty inches (30") of the elevation of the top of the curb unless otherwise permitted by the Developer or the Committee, whichever is then applicable.

4.05. Buildings. No building previously erected elsewhere may be moved onto any Lot, except new prefabricated construction which has been approved by the Developer or the Committee, as previously set forth.

4.06. Commencement of Construction. On any Lot conveyed by deed from the Developer or Developer's affiliate, HL Development Corp., construction shall be commenced within one (1) year from the date of such deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the Lot Owner within ninety (90) days of the expiration of such one (1) year period, to have said Lot conveyed to the Developer at the original sale price, free and clear of any liens and encumbrances created by act or default of the Owner of such Lot, with taxes and installments on assessments for the year in which such conveyance occurs being prorated as of the date of such conveyance.

4.07. Completion of Construction. Construction of all buildings shall be completed within nine (9) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding and seeding) shall be completed within thirty (30) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the Owner, the time for completion shall be extended by the period of such delay.

0 0 0 6 9 6

4.08. Landscaping Requirements. The Owner of each Lot shall complete the following landscaping requirements:

- a. All front and side yards must be sodded, including street terraces. Seeding shall be permitted in front and side yards if an underground water sprinkler system has been installed in such areas prior to such seeding.
- b. Each Lot upon which a residential building is constructed must have at least three (3) conifers or shade trees visible from the street. Minimum height of conifers shall be five (5) feet and minimum diameter of the trunks of shade trees shall be three (3) inches.
- c. A minimum of \$2,500.00 shall be spent on foundation plantings.

The Developer or Committee, whichever is then applicable, may at their option, require submission of proof of actual landscape expenditures prior to or after foundation plantings have been installed.

4.09. Exterior Items. No exterior antennas, satellite dishes in excess of twenty inches (20") in diameter, solar panels, outdoor kennels, walls or fences shall be permitted unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, as to location, material, height and color. Satellite dishes of twenty inches (20") in diameter or less shall be permitted, but the location of which must be approved by the Developer or the Committee, whichever is then applicable. In approving such location, the Developer or the Committee, whichever is then applicable, shall be guided by the requirements of any applicable laws or regulations regarding restrictions on the location of satellite dishes. Accessory buildings are expressly prohibited except when approved in writing in advance by the Developer or Committee, whichever is then applicable. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot Owner. Where public sidewalks exist (excluding sidewalks in the Common Areas), it is the responsibility of the abutting Lot Owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction. Only mail boxes (and support columns) approved by the Developer or the Committee shall be used in the Subdivision.

4.10. Roofs. A residence shall have a roof made of wood shakes, tile, natural slate, metal, 30 year warranted dimensional shingles, or an artificial slate approved by the Developer or the Committee, whichever is then applicable, with a minimum pitch ratio of 6:12, or such other pitch as is specifically approved by the Developer or the Committee, whichever is then applicable. Standard three-in-one shingles shall not be permitted.

4.11. Construction Fencing. Prior to the commencement of construction on any Lot adjacent to the Golf Course, the Owner or the Owner's builder shall erect on said Lot a temporary construction fence at least five (5) feet from the property line of the Golf Course. The temporary construction fence shall be at least four (4) feet high, and shall be sufficient to stop soil and construction materials from encroaching onto the Golf Course. 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 of the house on the Lot is substantially complete.

ARTICLE V

000697

USE AND OTHER RESTRICTIONS

5.01. Animals. No more than two (2) domestic animals may be kept on any single family Lot. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not.

5.02. Residential Purposes. No trailer, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character. The Lots may be occupied and used for residential purposes only and for no other purpose, except the incidental use of a Lot for personal business conducted by mail or telecommunications which does not make use of streets within the Subdivision by frequent visits by business service providers or customers. Operation of a daycare facility shall not be permitted on any Lot. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. Persons acquiring title to any Lots are hereby notified that lots 53, 62, 63, and 117 are intended to be developed by Developer as residential condominiums, multifamily rental housing, and/or commercial purposes, and that a portion of the land located within the boundary of the Subdivision is intended to be developed by Developer as a golf course (including, without limitation, an associated clubhouse and dining facility/bar, a parking lot, a driving range, a putting green, a pool and poolhouse, and tennis courts, all or some of which may be lit for night use) (collectively, the "Golf Course"). By purchasing a Lot, said Owner thereby specifically waives any rights to object to the development of said lots and property for the above stated uses. Other portions of the Subdivision not listed on Exhibit A are not restricted in use by this Declaration (except as expressly provided elsewhere in this Declaration). Such other portions may be restricted as to use by other recorded instruments and by the City's zoning ordinances.

5.03. Vehicles. Parking of service vehicles owned or operated by residents of Lots is prohibited unless such vehicles are kept in garages. The parking of boats, travel trailers, mobile homes, campers, and other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary parking of such vehicles described in the preceding sentence for the purposes of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

5.04. Firewood. No firewood or wood pile shall be kept outside a structure. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. The Lot Owner shall be responsible for maintaining the Lot in a neat appearance. Except for wooded Lots left in a natural state, the Owner shall mow the Lot at least once per month during the months of April through November. This paragraph shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back yards. 000698

5.05. Signs. No signs of any type shall be displayed to public view on any Lot without the prior consent of the Developer or the Committee, whichever is then applicable, except no more than two (2) lawn signs of not more than four (4) square feet in size advertising the Lot and house thereon for sale.

5.06. Utilities. The Owner of any Lot shall not change the elevation of the utility easement in excess of six (6) inches without the permission of the utility benefited by such easement and shall be responsible for any damages caused to underground utilities based on any changes in grade by more than six (6) inches.

5.07. Lot Divisions. No Lot as platted shall be resubdivided. This covenant shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site.

5.08. Waste. During construction on a Lot, accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited, and garbage containers shall be situated only in locations designated by the Developer or the Association. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site. If the provisions of this Section are violated, the Association may take such action as may be necessary to cure such violation, and the costs and expenses so incurred by the Association shall be assessable against the Lot. Upon completion of construction on a Lot, trash containers must be kept inside the garage and may be placed on the curb for collection only on days of trash collection.

5.09. Clothes Lines. Permanent clothes lines are not permitted on Lots.

5.10. Parade of Homes. While the Developer retains ownership of any Lot, the Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association (a "Parade"). If a Parade is held in the Subdivision, this Declaration shall, as to the Lots taking part in the Parade and for the limited time beginning 48 hours before commencement of the Parade and ending 48 hours after the conclusion of the Parade, be deemed temporarily altered and modified to the extent necessary to permit the Parade to be held pursuant to the then-applicable rules of the Madison Area Builders Association for such Parade. By purchasing a Lot, each Owner thereby waives its right to object to the temporary closing of any street within the Subdivision in connection with the Parade.

ARTICLE VI

HOMEOWNERS' ASSOCIATION

000699

6.01. Membership. Every Lot Owner of record shall automatically be a member of the Hawk's Landing Homeowners Association, Inc. (the "Association"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Membership shall commence and terminate with ownership.

6.02. Voting. There shall be one vote per Lot in the Association. When more than one person holds an ownership interest in a Lot, all such persons shall be members. The vote for such Lot shall be exercised by the Owners of the Lot as such Owners among themselves determine, but in no event may more than one vote be cast with respect to any Lot. No member shall be permitted to vote if such member is more than thirty (30) days delinquent in the payment of any amount due to the Association.

6.03. Duties of Association. The Association, subject to the rights of the Lot Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the common areas owned by the Association, which shall include the Outlots (except for Outlot 3) and all improvements, including sidewalks, located thereon (the "Common Areas"). The Association shall maintain the Common Areas and keep the same in good, clean, attractive and sanitary condition, order and repair. Every member of the Association shall have a right to enjoyment in the Common Areas, subject to the rules and regulations which may be adopted from time to time by the Association, which shall be appurtenant to and shall pass with the title to each Lot. Each Lot Owner may delegate such right of enjoyment to the members of the Owner's family and to his or her guests. Each Lot Owner shall reimburse the Association for the cost of the Association's repair or replacement of any portion of the Common Areas damaged through the fault or negligence of such Owner or such Owner's family, guests, invitees or tenants.

6.04. Charges. The Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, to carry out the Association's above-stated purposes. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year and shall be divided and levied equally among all of said Lots. The Association shall determine the annual charges on the basis of a calendar year and each Lot Owner shall pay such charges by January 31 of each year. Developer intends to require the owners of lots 53, 62, 63, and 117 to contribute an equitable amount to the Association for the purpose of contributing to the maintenance and repair of the Common Areas.

6.05. Collection of Charges. The right to collect or enforce the collection of charges is hereby delegated to the Association. Any Owner of a Lot shall be personally obligated to pay such charges which were assessed or accrued upon the Lot during his or her period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the

Lot until paid, with interest thereon at the rate of fifteen percent (15%) per annum from the due date until paid in full. The Association shall have the right to bring an action or proceeding for the collection of charges and the enforcement of liens therefor. Any liens securing unpaid charges shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of the lien securing unpaid charges. The Association may commence an action against any person obligated to pay the charges and/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, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an Owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, the costs of such collection, including, without limitation, reasonable attorneys' fees, shall be added to and become a part of such charge.

6.06. Association Statements. Within five (5) business days of written request from a Lot Owner or a mortgagee, the Association shall provide a letter stating the existence and amount of outstanding assessments against such Owner's property, if any. Notwithstanding anything to the contrary in the preceding sentence, all property conveyed by Developer shall be deemed conveyed free from outstanding assessments and no such letter shall be required or given as to such property.

6.07. Common Expenses and Surpluses. Common expenses and surpluses shall be allocated in the same manner as general assessments are allocated. All common surpluses for each fiscal year shall be retained for common expenses for the next succeeding fiscal year.

ARTICLE VII

SPECIAL PROVISIONS RELATED TO GOLF COURSE

7.01. No Entry. Owners and occupants of Lots may not enter on the Golf Course except in connection with the play of the Golf Course pursuant to the Golf Course rules. Owners and occupants of Lots are cautioned that it may be dangerous to do so.

7.02. No Easements. While the Golf Course has been designed to minimize the errant flight of golf balls from the Golf Course to the Lots, Owners and occupants of Lots acknowledge the possibility of such an occurrence and assume all such risk. No easement is reserved for golfers to enter Lots to retrieve golf balls. The Golf Course owner has no duty to enforce the provisions of this Section and shall have no liability for repairs necessitated by or damages caused by any errant golf balls or entry by golfers. Notwithstanding the foregoing, the Golf Course rules shall specify that golfers may not enter Lots, and reasonable physical demarcations shall be placed on the Golf Course noting that all such areas are out of bounds for the Golf Course.

7.03. No Rights in Golf Course. Ownership of a Lot does not create a property right in the existence of a Golf Course, the maintenance of the Golf Course when constructed, or the use thereof.

000701

7.04. Golf Course Maintenance. Golf Course maintenance may occur at any time of day or night on any day of the year. The Golf Course owner may use certain pesticides, herbicides, fungicides or other compounds in the ordinary course of maintenance.

7.05. Golf Carts. The operation of golf carts on public streets is prohibited by the City except where crossings are specifically marked on such streets pursuant to easements granted by the City. The use of the paths on the Golf Course will be regulated by the Golf Course Rules. No golf carts shall be operated on the Golf Course without the express prior written consent of the Golf Course owner, which may be refused for any reason or no reason.

ARTICLE VIII

RIGHTS OF DEVELOPER

8.01. Reserved Rights. Pending the sale of all Lots by Developer, Developer:

(a) may use the Outlots, the Common Areas and any unsold Lots, in any manner as may facilitate the sale of Lots, including, but not limited to, maintaining a sales office or offices, models and signs and/or showing the Lots. Developer may from time to time also delegate such rights (on a non-exclusive basis and subject to such conditions as Developer may impose) to persons desiring to construct buildings on particular Lots as model homes. In delegating such rights to other persons, Developer shall not permit any such other person to locate a general office operation in any such model home, although use of a model home to facilitate sales of Lots, sales of buildings on Lots, or sales of homes on other properties by such other person may be permitted for a period not to exceed 24 months from the date of issuance of the certificate of occupancy therefor; provided, however, that (1) once a model home is used as a residence for an occupant, it may not thereafter be used as a "model home"; and (2) construction materials shall not be delivered to or stored at a model home, except for construction of such model home.

(b) shall have the right to grant easements upon, over, through and across the Golf Course, the Outlots, and the Common Areas as may be required in Developer's opinion for furnishing any kind of utility services, and maintenance and replacement thereof, including, but not limited to, cable television or master antenna service, which easements may be granted to itself or its nominee and as may be necessary for excavation and construction of any buildings.

(c) shall have the right to veto any proposed amendment to this Declaration for any reason or no reason, in which case it shall not be deemed approved or effective.

8.02. Right to Expand. Developer reserves the right to expand the Subdivision, without the consent or approval of any Owner of any Lot, at any time and from time to time on or prior to the expiration of fifteen (15) years from the date of recording this Declaration, by subjecting other real property to this Declaration (the "Expansion Real Estate"). Expansion may be effected in any number of phases. Developer is under no obligation to and makes no representation that it will in fact exercise its rights to expand the Subdivision or construct improvements thereon.

8.03. Uses of Expansion Real Estate. The Developer may impose use restrictions and other conditions and limitations on the real property added to the Subdivision pursuant to Section 8.02. 000702

8.04. Effect of Expansion. Upon each such expansion, each Owner of a residential single family lot so added shall be a member of the Association entitled to a vote. The assessments for each such new Lot during the budget year in which the same is added to the Subdivision shall be determined on an equitable basis by the Association.

8.05. Method of Expansion. Expansion shall occur upon recording in the Register of Deed's Office an amendment to this Declaration describing the real estate so added, and the uses and limitations on uses Developer desires to be applicable to such property, and explaining the effect of such expansion in accordance with the terms hereof. Expansion amendments need be executed only by Developer.

8.06. Matters Related to Expansion.

(a) Developer reserves an easement over and across the Subdivision for the benefit of the Expansion Real Estate for the purposes of construction ingress and egress and for the purpose of installation, maintenance and replacement of underground utilities servicing the Expansion Real Estate.

(b) If Developer shall determine at any time that it is desirable to coordinate utility services or drainage for the Expansion Real Estate with existing utility services or drainage for the Subdivision, Developer may connect utilities or drainage features servicing the Expansion Real Estate to existing utilities or drainage features.

ARTICLE IX

MISCELLANEOUS

9.01. Binding Effect. This Declaration shall run with the land and shall be binding on all persons having an interest in the Subdivision for a period of twenty-five (25) years after the plat is recorded, after which time this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 9.02 below. If any person, or his or her heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained herein while this Declaration is effective, any person or person owning any Lot shall have standing to bring proceedings at law or equity against the

person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs.

000703

9.02. Amendment. These restrictions or any part thereof may be cancelled, released, amended, or waived in writing as to some or all of the Lots subject to this Declaration by any instrument signed by the Developer and the Owners of at least 65% of the Lots subject to this Declaration, or if the Developer has released or assigned the Developer's rights under this Declaration, as above provided, then by an instrument in writing signed by the Owners of 65% of the Lots subject to this Declaration. No amendment shall adversely affect a special right reserved to the Developer or the Golf Course owner under this Declaration, without the express written consent of the Developer or the Golf Course owner, as the case may be. Amendments shall be prepared and executed by the president of the Association and shall become effective when recorded in the Register of Deed's Office.

9.03. Severability. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

9.04. Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

9.05. Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

9.06. Remedies. All remedies herein are cumulative.

9.07. Waivers. Whenever a waiver, consent or approval is required or permitted herein, it must be expressed and in writing; no waiver, consent or approval shall be implied. A waiver, consent or approval to any one matter shall not be deemed a waiver, consent or approval to any subsequent matter whether similar or not.

9.08. Assignment of Developer's Rights. Developer may from time to time assign any or all of the rights and benefits conferred on or reserved herein for Developer in its status as such (as opposed to those rights or benefits conferred on or reserved for all Owners or groups thereof), by an instrument in writing specifically identifying the rights and benefits so assigned which is recorded in the Register of Deed's Office.

9.09. Other Regulation. Nothing herein shall preclude or restrict Developer from recording other covenants, conditions or restrictions which further regulate portions of the Subdivision which Developer owns at the time of recordation.

Executed at Madison, Wisconsin, on the 14th day of September, 2000.

000704

JAKS INVESTMENTS, LLC

By: [Signature]
Jeffrey J. Haen, Member

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 14 day of September, 2000, Jeffrey J. Haen, in his capacity as member of JAKS Investments, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin
My commission: July 13, 2003

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Subdivision, consents to this Declaration and agrees that its interest in the Subdivision shall be subject to this Declaration.

Dated: SEPTEMBER 15, 2000

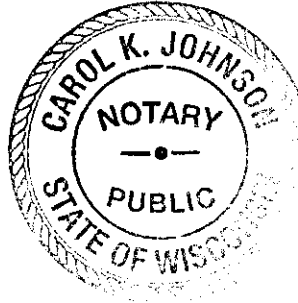
ANCHORBANK, S.S.B.

By: [Signature]
Name: DONALD J. GRIFFIN
Title: VICE PRESIDENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

000705

Personally came before me this 15th day of September, 2000, the above-named corporate officer to me known to be the person who executed the foregoing instrument and acknowledged the same.



Carol K. Johnson
Notary Public, State of Wisconsin
My commission: 01-26-03

This instrument was drafted by
and should be returned to:

Paul J. Dombrowski
MICHAEL BEST & FRIEDRICH LLP
P.O. Box 1806
Madison, WI 53701-1806

EXHIBIT A**000706**

The following Lots located in the plat of Hawk's Landing Golf Club, City of Madison, Dane County Wisconsin (specifically excluding Lots 16, 17, 41, 53, 62, 63, 69, 70, 117, 234, 286, 322, 323, and all Outlots, plat of Hawk's Landing Golf Club):

Lot number	Parcel number
1	0708-343-0116-4
2	0708-343-0115-6
3	0708-343-0114-8
4	0708-343-0113-0
5	0708-343-0112-2
6	0708-343-0111-4
7	0708-343-0110-6
8	0708-343-0109-9
9	0708-343-0108-1
10	0708-343-0107-3
11	0708-343-0106-5
12	0708-343-0105-7
13	0708-343-0104-9
14	0708-343-0103-1
15	0708-343-0102-3
18	0708-343-0201-3
19	0708-343-0202-1
20	0708-343-0203-9
21	0708-343-0204-7
22	0708-343-0205-5
23	0708-343-0206-3
24	0708-343-0207-1
25	0708-343-0208-9
26	0708-343-0301-1
27	0708-343-0302-9
28	0708-343-0303-7
29	0708-343-0304-5
30	0708-343-0305-3
31	0708-343-0306-1
32	0708-343-0307-9
33	0708-343-0308-7
34	0708-343-0309-5
35	0708-343-0310-2
36	0708-343-0311-0
37	0708-343-0701-3
38	0708-343-0702-1
39	0708-343-0703-9
40	0708-343-0704-7

Lot number	Parcel number
42	0708-343-0706-3
43	0708-343-0707-1
44	0708-343-0708-9
45	0708-343-0709-7
46	0708-343-0710-4
47	0708-343-0711-2
48	0708-343-0712-0
49	0708-343-0713-8
50	0708-343-0714-6
51	0708-343-0715-4
52	0708-343-0716-2
54	0708-343-0718-8
55	0708-343-0719-6
56	0708-343-0720-3
57	0708-343-0721-1
58	0708-343-0722-9
59	0708-343-0723-7
60	0708-343-0724-5
61	0708-343-0725-3
64	0708-334-0134-5
65	0708-334-0133-7
66	0708-334-0132-9
67	0708-334-0131-1
68	0708-334-0130-3
71	0708-334-0128-8
72	0708-334-0126-2
73	0708-334-0125-4
74	0708-334-0124-6
75	0708-334-0123-8
76	0708-334-0122-0
77	0708-334-0121-2
78	0708-334-0120-4
79	0708-334-0119-7
80	0708-334-0118-9
81	0708-334-0117-1
82	0708-334-0116-3
83	0708-334-0115-5
84	0708-334-0114-7
85	0708-334-0113-9
86	0708-334-0112-1
87	0708-334-0110-5
88	0708-334-0109-8
89	0708-334-0108-0
90	0708-334-0107-2

000707

Lot number	Parcel number
91	0708-334-0106-4
92	0708-334-0105-6
93	0708-334-0104-8
94	0708-334-0103-0
95	0708-334-0102-2
96	0708-331-0102-8
97	0708-331-0103-6
98	0708-331-0104-4
99	0708-331-0105-2
100	0708-331-0106-0
101	0708-331-0107-8
102	0708-331-0108-6
103	0708-331-0109-4
104	0708-331-0110-1
105	0708-331-0111-9
106	0708-331-0112-7
107	0708-331-0113-5
108	0708-342-0102-5
109	0708-342-0103-3
110	0708-342-0104-1
111	0708-342-0105-9
112	0708-342-0106-7
113	0708-342-0107-5
114	0708-342-0108-3
115	0708-342-0109-1
116	0708-342-0110-8
118	0708-343-0401-9
119	0708-343-0410-0
120	0708-343-0409-3
121	0708-343-0408-5
122	0708-343-0407-7
123	0708-343-0406-9
124	0708-343-0405-1
125	0708-343-0404-3
126	0708-343-0403-5
127	0708-343-0402-7
128	0708-343-0501-7
129	0708-343-0512-4
130	0708-343-0511-6
131	0708-343-0510-8
132	0708-343-0509-1
133	0708-343-0508-3
134	0708-343-0507-5
135	0708-343-0506-7

000708

Lot number	Parcel number
136	0708-343-0505-9
137	0708-343-0504-1
138	0708-343-0503-3
139	0708-343-0502-5
140	0708-343-0601-5
141	0708-343-0611-4
142	0708-343-0610-6
143	0708-343-0609-9
144	0708-343-0608-1
145	0708-343-0607-3
146	0708-343-0606-5
147	0708-343-0605-7
148	0708-343-0604-9
149	0708-343-0603-1
150	0708-343-0602-3
151	0708-333-0119-9
152	0708-333-0118-1
153	0708-333-0117-3
154	0708-333-0116-5
155	0708-333-0115-7
156	0708-333-0114-9
157	0708-333-0113-1
158	0708-333-0112-3
159	0708-333-0111-5
160	0708-333-0110-7
161	0708-333-0109-0
162	0708-333-0108-2
163	0708-333-0107-4
164	0708-333-0106-6
165	0708-333-0105-8
166	0708-333-0104-0
167	0708-333-0103-2
168	0708-333-0102-4
169	0708-333-0251-9
170	0708-333-0252-7
171	0708-333-0253-5
172	0708-333-0254-3
173	0708-333-0255-1
174	0708-333-0256-9
175	0708-333-0257-7
176	0708-333-0258-5
177	0708-333-0259-3
178	0708-333-0260-0
179	0708-333-0261-8

000709

Lot number	Parcel number
180	0708-333-0262-6
181	0708-333-0263-4
182	0708-333-0264-2
183	0708-333-0265-0
184	0708-333-0201-4
185	0708-333-0202-2
186	0708-333-0203-0
187	0708-333-0204-8
188	0708-333-0205-6
189	0708-333-0206-4
190	0708-333-0207-2
191	0708-333-0208-0
192	0708-333-0209-8
193	0708-333-0210-5
194	0708-333-0211-3
195	0708-333-0212-1
196	0708-333-0213-9
197	0708-333-0214-7
198	0708-333-0215-5
199	0708-333-0216-3
200	0708-333-0217-1
201	0708-333-0218-9
202	0708-333-0219-7
203	0708-334-0301-0
204	0708-334-0302-8
205	0708-334-0303-6
206	0708-334-0304-4
207	0708-334-0305-2
208	0708-334-0306-0
209	0708-334-0307-8
210	0708-334-0308-6
211	0708-334-0309-4
212	0708-334-0310-1
213	0708-334-0311-9
214	0708-334-0312-7
215	0708-334-0313-5
216	0708-334-0314-3
217	0708-334-0315-1
218	0708-334-0317-7
219	0708-334-0318-5
220	0708-334-0319-3
221	0708-333-0221-2
222	0708-333-0222-0
223	0708-333-0223-8

000710

Lot number	Parcel number
224	0708-333-0224-6
225	0708-333-0225-4
226	0708-333-0226-2
227	0708-333-0227-0
228	0708-333-0228-8
229	0708-333-0229-6
230	0708-333-0230-3
231	0708-333-0231-1
232	0708-333-0232-9
233	0708-333-0233-7
235	0708-333-0235-3
236	0708-333-0236-1
237	0708-333-0237-9
238	0708-333-0238-7
239	0708-333-0239-5
240	0708-333-0240-2
241	0708-333-0241-0
242	0708-333-0242-8
243	0708-333-0243-6
244	0708-333-0244-4
245	0708-333-0245-2
246	0708-333-0246-0
247	0708-333-0247-8
248	0708-333-0248-6
249	0708-333-0249-4
250	0708-333-0250-1
251	0708-333-0414-3
252	0708-333-0413-5
253	0708-333-0412-7
254	0708-333-0411-9
255	0708-333-0410-1
256	0708-333-0409-4
257	0708-333-0408-6
258	0708-333-0407-8
259	0708-333-0406-0
260	0708-333-0405-2
261	0708-333-0404-4
262	0708-333-0403-6
263	0708-333-0402-8
264	0708-333-0401-0
265	0708-333-0427-6
266	0708-333-0426-8
267	0708-333-0425-0
268	0708-333-0424-2

000711

Lot number	Parcel number
269	0708-333-0423-4
270	0708-333-0422-6
271	0708-333-0421-8
272	0708-333-0420-0
273	0708-333-0419-3
274	0708-333-0418-5
275	0708-333-0417-7
276	0708-333-0416-9
277	0708-333-0415-1
278	0708-333-0701-4
279	0708-333-0702-2
280	0708-333-0606-6
281	0708-333-0605-8
282	0708-333-0604-0
283	0708-333-0603-2
284	0708-333-0602-4
285	0708-333-0601-6
287	0708-333-0502-6
288	0708-333-0503-4
289	0708-333-0504-2
290	0708-333-0301-2
291	0708-333-0302-0
292	0708-333-0303-8
293	0708-333-0304-6
294	0708-333-0305-4
295	0708-333-0306-2
296	0708-333-0307-0
297	0708-333-0308-8
298	0708-334-0401-8
299	0708-334-0402-6
300	0708-334-0403-4
301	0708-334-0404-2
302	0708-334-0405-0
303	0708-334-0406-8
304	0708-334-0407-6
305	0708-334-0408-4
306	0708-334-0409-2
307	0708-334-0410-9
308	0708-331-0601-0
309	0708-331-0602-8
310	0708-331-0603-6
311	0708-331-0604-4
312	0708-331-0605-2
313	0708-331-0606-0

000712

Lot number	Parcel number
314	0708-331-0607-8
315	0708-331-0608-6
316	0708-331-0609-4
317	0708-331-0701-8
318	0708-331-0702-6
319	0708-331-0703-4
320	0708-331-0704-2
321	0708-331-0705-0
324	0708-331-0302-4
325	0708-331-0303-2
326	0708-331-0304-0
327	0708-331-0305-8
328	0708-331-0306-6
329	0708-331-0307-4
330	0708-331-0308-2
331	0708-331-0201-8
332	0708-331-0202-6
333	0708-331-0203-4
334	0708-331-0204-2
335	0708-331-0205-0
336	0708-331-0206-8
337	0708-331-0207-6
338	0708-331-0208-4
339	0708-331-0209-2
340	0708-331-0210-9
341	0708-331-0211-7
342	0708-331-0212-5
343	0708-331-0213-3
344	0708-331-0214-1
345	0708-331-0215-9
346	0708-331-0216-7
347	0708-331-0217-5
348	0708-331-0218-3
349	0708-331-0219-1
350	0708-331-0220-8
351	0708-331-0221-6
352	0708-331-0222-4
353	0708-331-0505-4
354	0708-331-0504-6
355	0708-331-0503-8
356	0708-331-0502-0
357	0708-331-0501-2
358	0708-331-0508-8
359	0708-331-0507-0

000713

Lot number	Parcel number
360	0708-331-0506-2
361	0708-331-0401-4
362	0708-331-0407-2
363	0708-331-0406-4
364	0708-331-0405-6
365	0708-334-0218-7
366	0708-334-0216-1
367	0708-334-0215-3
368	0708-334-0214-5
369	0708-334-0213-7
370	0708-334-0212-9
371	0708-334-0211-1
372	0708-334-0210-3
373	0708-334-0209-6
374	0708-334-0208-8
375	0708-334-0207-0
376	0708-334-0206-2
377	0708-334-0205-4
378	0708-334-0204-6
379	0708-334-0203-8
380	0708-334-0202-0
381	0708-334-0201-2
382	0708-331-0404-8
383	0708-331-0403-0
384	0708-331-0402-2

000714

Q:\CLIENT\43208\0034\B0020550