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| Document No. | <p style="text-align: center;">AMENDED AND RESTATED DECLARATION OF CONDITIONS, COVENANTS, AND RESTRICTIONS AND DECLARATION OF EASEMENTS</p> | |
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Parcel Identification Numbers:
062/0608-364-8790-2;
062/0608-364-8687-8;
062/0608-364-8740-2

This Amendment and Restated Declaration of Conditions, Covenants, and Restrictions, and Declaration of Easements (the “Restated Agreement”) is made this ___ day of February, 2022, by and between A. Lee Stilwell and Rebecca Z. Stilwell, Trustees of the Stilwell Living Trust (the “Stilwells”), James W. Wiederhoeft and Phyllis C. Wiederhoeft (the “Wiederhoefts”), and David B. Lonsdorf and Marilyn J. Chohaney (“Lonsdorf/Chohaney”). The Stilwells, Wiederhoefts, and Lonsdorf/Chohaney may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS:

WHEREAS, Stilwells are the owners of Lot 4, Certified Survey Map No. 5396, recorded on November 11, 1987 in the Dane County Register of Deeds Office as Document No. 2054106 (“Lot 4”); and

WHEREAS, Wiederhoefts are the owners of Lot 3, Certified Survey Map No. 5396, recorded on November 11, 1987 in the Dane County Register of Deeds Office as Document no. 2054106 (“Lot 3”); and

WHEREAS, Lonsdorf/Chohaney are the owners of Lot 1, Certified Survey Map No. 6372, recorded on April 9, 1991 in the office of the Dane County Register of Deeds as Document No. 2254715 (“Lot 1”); and

WHEREAS, the parties acknowledge, agree, and approve of the Stilwells developing Lot 4 into Sunset Llamas Condominium (the "Condominium"), which will consist of four units as shown on the Sunset Llamas Condominium Plat, a copy of which is attached hereto as Exhibit B; and

WHEREAS, Stilwells will initially own all of the Units in the Condominium; and

WHEREAS, the Parties have together enjoyed the use of their respective properties under the terms of the Declaration of Conditions, Covenants and Restrictions and Declaration of Easements dated August 27, 1991, and recorded in the Dane County Register of Deeds Office on August 29, 1991 in Volume 16614, Page 45, as Document #2285923 (the "Existing Agreement"); and

WHEREAS, the Parties desire to amend and restate the Existing Agreement in its entirety, and to create new easements, conditions, covenants and restrictions.

NOW THEREFORE, the Parties agree that:

- I. DESCRIPTION OF JOINT DRIVEWAY EASEMENT AREA AND GRANT OF EASEMENTS FOR INGRESS AND EGRESS.
 - A. The Parties desire to establish a joint driveway the ("Joint Driveway") located partially on Lot 1 and 4 (the "Joint Driveway Easement Area") as described and shown on Exhibit A.
 - B. Lonsdorf/Chohaney hereby grant a nonexclusive easement to Lot 3 and Lot 4 to use the portion of the Joint Driveway located on Lot 1 for vehicular and pedestrian ingress and egress to and from Beach Road. Said easement shall cover that portion of Lot 1 which is described as commencing at the northeasterly corner of Lot 1, being the most southerly point of the existing Beach Road cul de sac; thence S 00 00' 00" E 362.97', thence S 89 28' 00" W 33'; thence N 00 00' 00" W 373.17' to the most northerly point of Lot 1; thence southeasterly along the most northerly boundary of Lot 1, 34.45' to the point of beginning. This description describes the west half of the Joint Driveway Easement Area.
 - C. The Stilwells hereby grant a nonexclusive easement to Lot 1 and Lot 3 to use the portion of the Joint Driveway located on Lot 4 for vehicular and pedestrian ingress and egress to and from Beach Road. At such time as the Declaration of Sunset Llamas Condominium and its Plat are recorded with the Dane County Register of Deeds, the portion of the Joint Driveway Easement Area located on Lot 4 will become a Limited Common Element under the terms of the Declaration for the benefits of Units 1, 2, and 4. Said easement is described as commencing at the northeasterly corner of Lot 1, being the most southerly point of the existing Beach Road cul de sac; thence S 00 00' 00" E 362.97'; thence N 89 28' 00" E 33'; thence N 00 00' 00" W 373.17' to a point on the existing Beach Road cul de sac; thence southwesterly 34.45' along the existing Beach Road cul de sac to the point of beginning. This description describes the east half of the Ingress and Egress Easement Area.
 - D. The owners of Lot 1, 3, and 4 (and Units 1, 2, and 4 of the Condominium when created), and their tenants, employees, customers, and invitees shall only use the Joint Driveway for ingress and egress to and from their Lot or Unit and Beach Road. No Party shall take any action to prevent the other Parties enjoyment of such rights. No such owners shall place any plantings, buildings, fences or other surface objects in the Joint Driveway Easement Areas without the consent of the other Parties. Said area shall not be used for

the parking of vehicles unless agreed to by the other Parties and shall not be used in any other manner that would impede the use of said area for ingress and egress.

- E. The owners of Lot 1, Lot 3, and Lot 4 (and Units 1, 2 and 4 of the Condominium when created) shall be entitled to construct and maintain asphalt or concrete driveways which connect their residences to the Joint Driveway Easement Area. Costs associated with any such individual driveway shall be the responsibility of the individual Lot or Unit owner.

II. REPAIRS AND MAINTENANCE OF THE JOINT DRIVEWAY EASEMENT AREA

- A. A 20 foot wide asphalt driveway was previously constructed within the Joint Driveway Easement Area described above. The centerline of said asphalt driveway is and shall be the common boundary of the Joint Driveway Easement Areas described on Exhibit A. The Parties hereto agree that maintaining said asphalt driveway and the Joint Driveway Easement Area in good condition and repair and keeping the driveway free of snow and ice during winter months benefits all of the owners of Lots 1, 3, and 4 (and Units 1, 2 and 4 when the Condominium is established).
- B. All decisions concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be made by a vote of the owners of Lots 1, 3, and 4 until the creation of the Condominium. After the creation of the Condominium, all decisions concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be made by a vote of the owners of Lots 1, 3, and Units 1, 2 and 4. Each Lot and each Unit on which a single-family residence has been constructed shall have one vote, resulting in three votes initially and increasing to a possible maximum of five total votes when all of the residences have been constructed. A majority of the votes appurtenant to those Lots and Units on which single-family residences have been constructed shall be sufficient to determine any such matter.
- C. All costs concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be paid equally, with an equal fractional share being paid by the owners of Lots 1, 3, and 4 until the creation of the Condominium. After the creation of the Condominium, all costs concerning the repair, maintenance, upkeep and snow and ice removal for any portion of the Joint Driveway Easement Area and said asphalt driveway shall be paid equally, with an equal fractional share being paid by the owners of Lots 1, 3, and Units 1, 2, and 4. The methods for collecting the funds from each Lot and Unit and the method for making the necessary payments shall be determined by a vote of the owners in accordance with paragraph B immediately above. No Lot or Unit shall be charged any amounts hereunder until such time as a single-family residence is constructed on said Lot or Unit.
- D. The Parties hereto acknowledge that the asphalt driveway has been constructed to Town of Verona specifications. The Parties further agree that in the event one lot owner or unit owner or the contractors, builders, agents, invitees or guests of any such owner takes actions which result in damages to the Joint Driveway Easement Area or the asphalt driveway, then such owner shall be responsible for and shall promptly take all

actions and pay any and all costs which are necessary to repair said damage and to return the driveway to Town of Verona specifications.

III. DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS

- A. The following conditions, covenants and restrictions apply only to Lot 1. Lot 3 is subject to conditions, covenants and restrictions set forth under the terms of the Declaration of Conditions, Covenants, Restrictions for Lots 1, 2, and 3, recorded at the Dane County Register of Deeds Office on November 11, 1988, in Volume 12185, Page 69, as Document #2113904. Units 1, 2, and 4 of the Condominium will be subject to their own conditions, covenants and restrictions set forth in the Declaration of Condominium.
- B. A second non-residential building for non-commercial or non-business purposes may be erected on Lot 1 as long as the building does not exceed 1,000 square feet and is not more square feet than $\frac{3}{4}$ of the square footage of the footprint of the residential structure on Lot 1, not including garage and porches. The structure shall also meet all other conditions as outlined herein. The second building shall not exceed one story or have side walls greater than nine feet in height. In addition, a small garden shed which does not have a basement or concrete slab base may be constructed per Town of Verona guidelines on Lot 1.
- C. No buildings previously erected elsewhere may be moved onto Lot 1 except new prefabricated construction which has been approved in advance in writing by the undersigned owners or their successors in interest or by their agent.
- D. A fence may be installed on Lot 1. However, no part of any such fence may be located to the East of the most eastern point of the residential structure. All fences shall meet existing county and Town of Verona fence ordinances. Decorative landscape accent fencing of not more than 30 continuous feet in length is exempt from this restriction.
- E. All garage and outbuilding floor surface areas shall be of concrete and all driveway surfaces shall be of asphalt or concrete.
- F. No trailer, tent, shack, garage, barn or secondary building as previously allowed or any part thereof shall ever be used as a residential area on Lot 1.
- G. Parking or storage of boats, travel trailers, trailers, mobile homes, campers, snowmobiles, construction equipment, trucks and other vehicles is prohibited on Lot 1 unless kept inside attached garages or secondary building structure or stored in rear lot areas not in view of driveway sight lines. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed seventy-two (72) hours.
- H. All of Lot 1 not used as a building site or under cultivation as a family garden shall be maintained as a lawn in grass and mowed at least four times per year or under a cover crop such as natural prairie or natural forest ground cover in areas where trees have been planted and tended to keep it free of noxious weeds.
- I. No animals, including horses, cattle or other livestock of any kind (other than household pets) may be kept on Lot 1. However, notwithstanding the foregoing, up to five chickens, but not roosters, may be kept on Lot 1 provided that they are confined and not allowed to roam free.

- J. The above listed conditions, covenants and restrictions may be enforced by any owner of a lot in CSM 5396. The penalty for any violation may include monetary damages, specific performance and/or restraining orders. All legal costs incurred in connection with the enforcement of these covenants shall be paid by the unsuccessful Party in the legal process.

IV. DECLARATION OF ADDITIONAL EASEMENTS

- A. It is the intention of Stilwells and Lonsdorf/Chohaney to create two additional easements which will fall within the Joint Driveway Easement Area described in this Restated Agreement. The first of those additional easements shall be for the benefit of the Ice Age Trail Alliance. The second of those additional easements shall be between the Stilwells and Lonsdorf/Chohaney and shall be for the purposes of utility construction, walking, jogging, cross country skiing, emergency vehicles and farm equipment access. Said additional easements will cover the westerly 10 feet of the Condominium and the easterly 10 feet of Lot 1.
- B. The terms and provisions of said additional easements shall be set forth in one or more separate agreements that shall be prepared in addition to this agreement.
- C. The terms and provisions of said additional easements shall be subordinate to the driveway easements set forth in this Restated Agreement. In the event of any conflicts between the terms and provisions of the various easements, the terms of the driveway easements set forth herein shall prevail and any contrary terms and provisions contained in the two additional easements shall be null and void unless updated or amended by mutual consent of all affected Parties.

V. MISCELLANEOUS

- A. Lot 3 and the future Unit 4 each have extensive frontage on the existing Beach Road cul de sac. In the event that the owners of either Lot 3 or Unit 4 elect to construct a private driveway which intersects said cul de sac rather than intersecting the Joint Driveway Easement Area, then the rights and obligations, as set forth herein, of the owners who constructed said private driveway shall terminate and that Lot or Unit shall no longer be covered by this Agreement. The withdrawing owners shall then execute and record such documents as may be necessary to evidence their withdrawal.
- B. It is the agreed upon intention of the Parties that this document shall be recorded immediately before the recording of the Declaration of Condominium for Sunset Llamas Condominium. Until this agreement is recorded, the Existing Agreement dated August 27, 1991 as Document #2285923 shall continue to govern the use of the Beach Road private driveway.
- C. The Parties hereto agree that upon the execution and recording of this document, that the Easement Agreement dated November 30, 1988 which was recorded in Vol. 12264, Page 27 as Document #2117251 in the Dane County Register of Deeds Office and the Declaration of Conditions, Covenants and Restrictions and Declaration of Easements dated August 27, 1991 which was recorded in Vol. 16614, Page 48 as Document #2285923 in the Dane County Register of Deeds Office shall terminate in their entirety and shall have no further force or effect.
- D. All of the terms and provisions of this Agreement shall run with the land and shall be binding on and shall inure to the benefit of the owners of Lots 1, 3, and 4 (and when the

Declaration of Condominium is recorded Units 1, 2 and 4) and their heirs, successors, and assigns.

- E. Nothing contained in this Declaration shall, or shall be deemed to, constitute a gift or dedication of any portion of the Joint Driveway Easement Area to the general public, or for the benefit of the general public.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first set forth above.

OWNER OF LOT 4 OF CSM NO. 5396

STILWELL LIVING TRUST

A. Lee Stilwell, Trustee

Rebecca Z. Stilwell, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, A. Lee Stilwell and Rebecca Z. Stilwell, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission expires: _____.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

OWNERS OF LOT 1, CSM 6372

David B. Lonsdorf

Marilyn J. Chohaney

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, David B. Lonsdorf and Marilyn J. Chohaney, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission expires _____.

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUE ON FOLLOWING PAGES]

OWNERS OF LOT 3, CSM 5396

James W. Wiederhoeft

Phyllis C. Wiederhoeft

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this _____ day of _____, 2022, James W. Wiederhoeft and Phyllis C. Wiederhoeft, who executed the foregoing instrument and acknowledged the same.

Notary Public
State of Wisconsin
My Commission expires: _____

Drafted by:
This document was drafted by the parties of the Agreement.