



June 17, 2015

Mr. Scott Kugler
City of Sun Prairie
300 East Main Street
Sun Prairie, WI 53590

RE: LIBERTY SQUARE AMENDED GDP AND CONCEPT PLAN

Dear Scott:

American Freedom Development desires to liberate its newly acquired Lots in Liberty Square from the architectural restrictions in the Declaration, plus companion restrictions in the GDP and PIP. It is our understanding converting the Lots to conventional Lots is a two step process, as follows:

1. Obtain municipal approval for the revised uses (e.g., multi-family to single family) and changed lot sizes, plus the pending changes to green space and open space. This first step also requires an Amendment to the GDP and PIP. Such an Amendment may be as simple as the enclosed draft. A concept plan outlining the proposed changes to the Lots is enclosed along with the proposed Declarations.
2. Amend the Declaration to exclude the Lots from the scope of its architectural control provisions. A proposed draft of the Amendment is enclosed.

Sincerely,

SNYDER & ASSOCIATES, INC.

Michael L. Calkins
Project Engineer

MLC/mlc

Enclosure

CC: Julie Walther, American Freedom Development, LLC

AMENDMENT TO GDP AND PIP FOR LIBERTY SQUARE

This is an Amendment to the General Development Plan (the "GDP") and Precise Implementation Plan (the "PIP") adopted by the City of Sun Prairie for the Plat of Liberty Square.

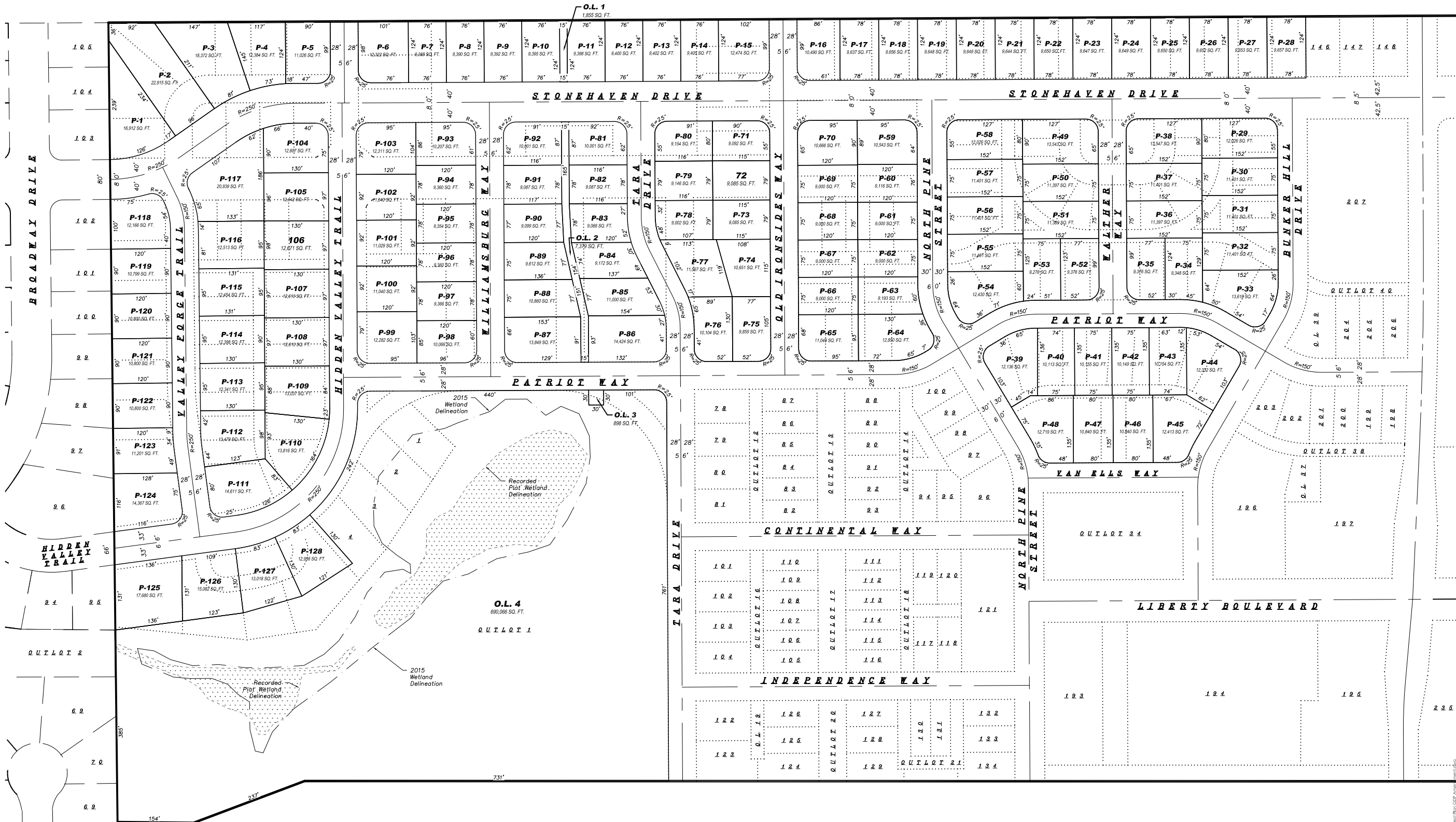
1. *Green Space.* The green space and open space plan for Liberty Square is amended to conform to the map and other descriptive information attached as Exhibit A.

2. *Municipal Improvements & Dedications.* The Developer shall make and install at its expense all the municipal improvements and dedications required by the approved Plat of Liberty Square West Addition.

4. *Limitation on Scope.* Except with respect to the amended green space and open space plan set forth in paragraph 1 and municipal improvements and dedications described in paragraph 2, the GDP and PIP shall apply to all the Lots and Outlots of the Plat of Liberty Square, EXCEPT the following described Lots (the "Excluded Lots"): Lots 1-5, Lots 7-13, Lots 15-80, Lots 83-92, Lots 97-100, Lot 135; Lots 137-145; Lots 149-192; Lots 196, 201, 202 and 203; and Outlots 2-11; Outlot 15; Outlots 23-33; all in the Plat of Liberty Square, in the City of Sun Prairie, Dane County, State of Wisconsin.

3. *Excluded Lots Are Conventional Lots.* The Excluded Lots are conventional Lots, and may be developed as conventional Lots. As to architectural and design standards, improvements constructed upon the Excluded Lots are governed solely by the Declarations approved and recorded with the Liberty Square West Addition plat, applicable building codes and applicable municipal zoning regulations for residential Lots.

4. *Consent to Amendment of Declaration.* As an intended beneficiary of the Declaration of Covenants, Conditions, Restrictions & Easements affecting the Plat of Liberty Square and recorded January 17, 2003 as Document No. 3633699, the City of Sun Prairie consents to the exercise of the Developer's right to amend the Declaration in the form of the First Amendment annexed hereto as Exhibit B.



CHANGED PROJECT NAME	06-01-15
REVISION	DATE
Engineer: MLC	Checked By: MLC
Technician: ARG	Date: 05-29-15
Project No: 114.1087.30	
Exhibit A	

SUN PRAIRIE, WI
 5010 VOGES ROAD
 MADISON, WISCONSIN 53718
 608-838-0444 | www.snyder-associates.com

LIBERTY SQUARE WEST ADDITION
CONCEPTUAL PLAN - GDP AMENDMENT
SNYDER & ASSOCIATES, INC.

Project No: 114.1087.30
 Exhibit A

P:\PROJECTS\2014\114.1087.30\Survey\Wetland\GDP Amendment\Concept Plan GDP Amendment.dwg

EXHIBIT B

PRELIMINARY DRAFT

See attached Amendment to Declaration of Covenants, Conditions, Restrictions & Easements attached hereto and affecting all of the lots and outlots of the Plat of Liberty Square in the City of Sun Prairie, Dane County, State of Wisconsin.

All of the lots and outlots of the Plat of Liberty Square are more particularly described, as follows:

Lots 1 through 5 inclusive; Lots 7 through 13 inclusive; Lots 15 through 80 inclusive, Lots 83 through 92 inclusive; Lots 97 through 100 inclusive; Lot 135; Lots 137 through 145 inclusive; Lots 149 through 192 inclusive; Lots 196, 201, 202 and 203; Outlots 2 through 11 inclusive; Outlot 15; Outlots 23 through 33 inclusive; all in Liberty Square, in the City of Sun Prairie, Dane County, Wisconsin.

Julie Walther

PO Box 45

Sun Prairie, WI 53590

Name and Return Address

See attached list.

PARCEL NUMBER

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS & EASEMENTS
OF THE PLAT OF LIBERTY SQUARE**

WHEREAS, Hickory Grove IV, LLC as Developer of the Plat of Liberty Square in the City of Sun Prairie, Dane County, State of Wisconsin, caused to be executed and recorded a Declaration of Covenants, Conditions, Restrictions & Easements (the "Declaration") governing and affecting all of the Lots and Outlots of the Plat of Liberty Square, and said Declaration was recorded in the office of the Dane County Register of Deeds on January 17, 2003 as Document No. 3633699; and

WHEREAS, American Freedom Development, LLC has purchased from Hickory Grove IV, LLC all of the undeveloped Lots of the Plat of Liberty Square (the "Purchased Lots") more particularly described in Exhibit A annexed hereto and here incorporated by reference; and

WHEREAS, at closing on the Purchased Lots, Hickory Grove IV, LLC assigned to American Freedom Development, LLC all of its rights as Developer under the Declaration, including the right to amend the Declaration under Section 15 thereof, and the right to appoint members of the Board of Directors and members of the Covenant Committee; and

WHEREAS, the Assignment of Developer's rights from Hickory Grove IV, LLC to American Freedom Development, LLC was recorded in the office of the Dane County Register of Deeds on June 2, 2015 as Document No. 5155690; and

WHEREAS, the other Lots of the subdivision (i.e., other than the Purchased Lots) have been sold to third parties and developed as small, thin lots with traditional style neighborhood home and front porches consistent with the unique architectural control restrictions imposed by the Declaration and its Appendix B (the "Developed Lots"), and the Developed Lots are confined to that part of the subdivision located to the South of Patriot Way, East of Terra Drive and West of North Pine; and

WHEREAS, market circumstances and economic reality have revealed there is a very small if any demand for the Purchased Lots to be constructed consistent with the unique architectural control characteristics imposed by the Declaration and its Appendix B; and

WHEREAS, American Freedom Development, LLC has procured from the City of Sun Prairie an amendment to the General Development Plan (the "GDP") and the Precise Implementation Plan (the "PIP") which govern the Plat of Liberty Square as a Planned Development, and such Amendment permits the Purchased Lots to be enlarged as to size, the multi family Lots generally eliminated, green space enlarged; and

WHEREAS, the Amendment to the GDP and PIP permits and allows all the Purchased Lots to be developed as conventional Lots consistent with building codes, single family zoning and if applicable multi-family zoning, with the architectural control restrictions set forth in the Declaration and its Appendix B; and

WHEREAS, American Freedom Development, LLC now desires to exercise its right to amend the Declaration in order to facilitate the development of the Purchased Lots and completion of the development of the Plat of Liberty Square;

NOW, THEREFORE, American Freedom Development, LLC does hereby amend the Declaration, as follows:

1. *Amendment to Design Standards.* Appendix B which sets forth specific architectural design standards and review process requirements for the development of Lots is amended as follows:

Limitation on Scope.

The architectural design standards and review process requirements set forth in this Appendix B do not apply to the Purchased Lots. The requirements of Appendix B apply only to Lots or Outlots within the subdivision other than the Purchased Lots, which other Lots are generally located South of Patriot Way, East of Terra Drive and West of North Pine. The Purchased Lots shall be governed as to architectural control solely by separate Declarations recorded with a new plat, applicable governmental building codes municipal zoning codes, free and clear of any approval or control authority by the Covenant Committee, and free and clear of the architectural and design standards imposed by this Appendix B. No approval of the Covenant Committee for the development of the Purchased Lots shall be required.

2. *Expiration of Declarant Control.* The Declaration at Section 1(E) states the intention that "the Developer retains significant control over the development *until it is completed.*" The Plat of Liberty Square is not likely to be fully developed and completed for perhaps five or more years. Accordingly, the first sentence of Section 15 governing Developer Control is amended to read as follows:

Notwithstanding anything contained herein or in any other document to the contrary, the Developer shall retain the right to amend the Declaration until and including the issuance of an occupancy permit for all of the Purchased Lots.

3. *Developer Rights Preserved.* By its execution and recording of this First Amendment, American Freedom Development, LLC expressly reserves and does not reduce or impair any of its other rights, privileges and powers of control under the Declaration, including the right to name and appoint the members of the Board of Directors of the Association of Lot owners, and the further right to name and appoint the members of the Covenant Committee. In addition, the right to further amend the Declaration is expressly reserved.

4. *Protective Covenant.* Without the written consent of American Freedom Development, LLC or its successor or assigns, neither the Association nor the owners of Lots within the Plat of Liberty Square shall have the right, power or authority to impose any architectural or design standards upon the Purchased Lots until after an occupancy permit has been issued for all the Purchased Lots.

5. *Partial Invalidity.* If any part or portion of this First Amendment is determined by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remainder of this First Amendment shall remain valid and enforceable according to its terms. No determination of partial invalidity shall invalidate the whole of this First Amendment.

6. *Binding Effect.* This First Amendment shall bind, benefit, burden and restrict all the owners of all the Lots of the Plat of Liberty Square, and shall run with the land in perpetuity.

IN WITNESS WHEREOF, the undersigned Manager of American Freedom Development, LLC in its capacity as Developer, has executed this First Amendment, intending to bind all of the Lots within the subdivision of Liberty Square to all the terms and provisions hereof.

Dated this _____ day of _____, 2015.

AMERICAN FREEDOM DEVELOPMENT, LLC

By: _____

DAVID D. CHASE, Manager

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
DANE COUNTY)

Personally came before me this day of , 2015, the above
named David D. Chase, to me known to be the Manager of American Freedom Development,
LLC, and to me known to be the person who executed the foregoing and acknowledged the
same.

_____, Notary Public
Dane County, Wisconsin
My Commission Expires _____

**DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS AND
NOTICES FOR LOTS P-1 TO P-128, LIBERTY
SQUARE WEST ADDITION, CITY OF SUN
PRAIRIE, DANE COUNTY, WISCONSIN**

Name & Return Address:
Julie Walther
PO Box 45
Sun Prairie, WI 53590

Parcel Identification No.: See attached Exhibit A

American Freedom Development, LLC (Developer) owns Lots P-1 to P-128, in the plat of Liberty Square West Addition, in the City of Sun Prairie, Dane County, Wisconsin.

Developer desires to subject the lots identified above in the plat of Liberty Square West Addition to this Declaration.

Developer declares that all such real estate, designated above in Liberty Square West Addition shall be subject to this Declaration; and shall be held, sold, occupied and conveyed subject to this Declaration.

ARTICLE I

DEFINITIONS

1.1 The following definitions shall apply to this Declaration:

"ACC" shall mean the Architectural Control Committee established pursuant to Section 3.1.

"Declaration" shall mean this declaration, as amended and supplemented from time to time.

"Developer" shall mean American Freedom Development, LLC, a Wisconsin limited liability company, and its representatives, successors and assigns.

"Lot" or **"Lots"** shall mean the platted lots within the Subdivision owned by Developer.

"Municipality" shall mean the City of Sun Prairie, a Wisconsin municipal corporation.

"Neighborhood Association" shall mean Liberty Square West Addition Association, Inc., a Wisconsin non-stock corporation.

"Owner" shall mean 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 purchaser in the land contract.

"Subdivision" shall mean the lots designated above which are owned by Developer in Liberty Square West Addition, City of Sun Prairie, Dane County, Wisconsin.

ARTICLE II

STATEMENT OF PURPOSES

2.1 General. The general purposes of this Declaration are to help ensure 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, including construction of attractive and harmonious residential structures; and to ensure the highest and best residential development of the Subdivision.

2.2 Developer's Intent to Develop Subdivision in Phases.

(a) **Overall Covenants.** This Declaration, less Exhibits B, provides covenants and restrictions which are general in nature and which apply to the entire Liberty Square West Addition Subdivision. Developer intends to develop the Subdivision in phases, and may record additional covenants that are specific to each phase of the Subdivision.

(b) **Specific Covenants for Lots P-1 to P-75 in the Subdivision.** The additional covenants which are specific to these lots are attached as Exhibit B.

(c) **Specific Covenants for Lots P-76 to P-128 in the Subdivision.** The additional covenants which are specific to these lots are attached as Exhibit C.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 Architectural Control Committee.

(a) The ACC shall initially be the Developer or their designee.

(b) Developer may at any time resign from the ACC and appoint any three Owners as the new members of the ACC. The Developer shall record a statement of its resignation and such appointment with the Dane County Register of Deeds. In the recorded statement, the Developer shall specify a procedure by which subsequent members of the ACC may resign, be replaced, and be elected. The ACC shall act by majority vote.

(c) Instead of appointing replacement members for the ACC as provided in Section 3.1 (b), the Developer in its discretion may elect to terminate the ACC and its functions effective upon the resignation of the Developer. If the Developer elects to do so, it shall file a recorded statement to that effect with the Dane County Register of

Deeds.

3.2 Necessity of ACC Approval.

(a) **As to Plans.** All plans for buildings, landscaping, fences, walls, play equipment, including its location, or other structures or improvements to be constructed on any Lot, along with all site plans, shall be approved prior to construction, in writing, by the ACC.

(b) **As to Ongoing Alterations.** All proposed alterations in the exterior appearance of any buildings erected or placed on any Lot, including, but not limited to, exterior remodeling, exterior repainting in different colors from those previously approved, and the construction of patios, decks, tennis courts, exterior lighting, flag poles, swimming pools and other improvements on Lots, shall be approved prior to construction, in writing, by the ACC.

3.3 Required Submissions. In addition to any other information which the ACC may reasonably request, each Owner shall submit the following to the ACC in conjunction with any request for approval of any construction or improvements on any Lot:

(a) Two sets of drawings and written specifications of the proposed structures showing at a minimum floor plans including square footages, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior materials and colors, fence and wall details. The drawings shall show the floor elevation of the lowest floor and the lowest building openings in any building, and such elevations shall conform to the requirements of these covenants and the overall site grading plan of Snyder & Associates, Inc. (date xx/xx/xx), and the lot corner elevation map of Snyder & Associates, Inc. (date xx/xx/xx).

(b) Two sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements set forth in Article IV and with any additional covenants subsequently recorded by the Developer or the Owners. The landscape plans shall show the proposed grades on the lot corners on the grading plan for the lot, and shall show that these proposed grades conform to the grading plan of the Developer for the lot.

(c) A completed architectural review sheet on a form to be provided by the ACC.

(d) Address for mailing the determination of the ACC.

(e) The Owner and the Owner's builder shall have the sole responsibility for the contents of any submission, including but not limited to, any submission regarding the location of building elevations or grades on any Lot, for determining compliance with such submission and with any approved plans, and with respect to any later changes in such plans. The Developer and the ACC shall have no liability of any kind or nature with respect to the contents of any such submission, with respect to enforcement of compliance therewith or with this instrument, and with respect to any changes in such plans which may be subsequently made. The Developer and the ACC shall have no obligation to examine any submission to check the contents thereof to determine its correctness, accuracy, prudence or the soundness of any judgment contained therein, including but not limited to, determining the correctness, accuracy, prudence or judgment of any submission relating to building elevations or grades on any Lot, as such matters are the sole responsibility of the Owner or the Owner's builder.

A submission shall not be complete, and the thirty (30) day approval time set forth in Section 3.4 shall not commence, until all required documents have been submitted.

3.4 ACC Approval. The ACC shall approve or disapprove a submission within thirty (30) days of its receipt. The ACC's decision shall be in writing. If the ACC fails to either mail or deliver its decision within the time limit, approval will be deemed to have been given and the applicable covenants and restrictions in this Declaration shall be deemed to be met. If a submission is approved, all material changes to the approved submission must be resubmitted to, and approved by, the ACC.

3.5 Standards; Discretion of ACC. The ACC shall have the right to reject any submission which, in the opinion of the ACC, is not in conformity with the provisions and purposes of this Declaration. The ACC shall exercise its approval authority and discretion in good faith. Each Owner, by acceptance of a deed to the owner's lot, shall and hereby does release the ACC and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the ACC may be based on any grounds, including purely aesthetic grounds, which the ACC in its sole and good faith discretion deems sufficient.

While the ACC at all times will have the final decision, the following guidelines are offered for the benefit of Owners:

- (a) All exterior chimney flues shall be enclosed.
- (b) The submission shall specify roof material, tone and pitch.
- (c) Use of masonry is encouraged.
- (d) The submission shall specify quality of the materials to be used.

- (e) Soffits may be either aluminum or wood.
- (f) Each elevation shall have a minimum of one full-size window, however additional windows or architectural detail are encouraged.
- (g) Various types of wood siding are admissible, but generally only one type of siding will be approved for anyone house.
- (h) Desired color schemes shall be submitted to the ACC for approval. The ACC will generally discourage the use of solid reds and dark browns, but will consider other colors on an individual basis. The ACC will generally attempt to coordinate trim and siding colors to provide the most aesthetic combination for a particular house.
- (i) The ACC shall have the right to require brick, stone, shutters, corner boards and other architectural detail which it deems desirable for a particular submission.

3.6 Variances. The ACC shall have the right, in its sole discretion, to grant a variance to any of the requirements in this Declaration. If the subject matter of the variance is a condition required by the Municipality in the annexation and predevelopment agreement or development agreement for the Subdivision, or is a requirement of any of the resolutions or ordinances of the Municipality approving the Subdivision, the Owner seeking the variance shall also obtain the consent of the Municipality, and the variance granted by the ACC shall not take effect unless and until the Municipality grants such consent.

3.7 Preliminary Sketches. Owners are encouraged to submit preliminary sketches and descriptions for informal comment prior to submission of the information required for final approval.

3.8 Liability of the Developer, ACC and its Members.

(a) The Developer, the ACC and its members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of the approval or disapproval of any submissions or on account of the development of any property within the Subdivision. The Owner and the Owner's builder shall have the sole responsibility for determining the accuracy, soundness and compliance of any submitted plans for approval, for compliance with any approved plans, and for compliance with this instrument. The Developer and the ACC shall have no liability of any kind or nature with respect to the contents of any plans submitted for approval or the construction done pursuant to such plans, and with respect to enforcement of compliance with any approved plans or with this instrument. The Developer and the ACC shall have no obligation to examine any submission to determine its correctness, accuracy, prudence or the soundness of any judgment contained therein, or to inspect any construction within the

Subdivision on any Lot at anytime, whether approved or not.

(b) An owner, however, shall have the right to injunctive relief against the ACC or its members if the ACC refuses in bad faith to act upon a request made to the ACC. If an Owner brings an action for such injunctive relief and fails to establish that the ACC or its members were guilty of bad faith in failing to act upon the Owner's request, the Owner shall be obligated to pay to the ACC and its members all of the reasonable attorneys' fees and disbursements incurred by them in connection with the action.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

All Lots and their improvements shall be subject to the following architectural restrictions:

4.1 Building Sites. Unless otherwise provided in future recorded covenants with regard to future phases of the Subdivision, all buildings constructed on Lots shall have front, side and back yards that, at a minimum, conform to applicable zoning ordinances. The ACC shall have the right to grant variances from such setback requirements from time to time, in its sole discretion, provided that any variances are in conformity with all applicable zoning ordinances.

4.2 Surface Elevation.

(a) Except as provided in Section 4.2(b), the elevation of any Lot within the Lots shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. The grading of each lot in the Subdivision by the Owner shall conform to the overall site grading plan of the Developer, prepared by Snyder & Associates, Inc. (date xx/xx/xx), and the lot corner elevation map of Snyder & Associates, Inc. (date xx/xx/xx), unless the ACC shall consent in writing to a variance from such grading plans. Any Owner who violates this covenant shall be required to restore the surface elevation, grade or drainage patterns to the surrounding Lots at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the ACC, the ACC or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief. Neither the Developer nor the ACC shall have any liability or responsibility in the event of any error, mistake, miscalculation or misjudgment of any kind or nature on the part of the Owner, the Owner's builder, the Owner's architect, engineer or surveyor or any other person, with respect to elevations or grading on any Lot, in any plans or submissions or in connection with the actual construction on any Lot.

(b) Notwithstanding the restriction in Section 4.2(a), the Developer shall have

the right, with the written consent of the City of Sun Prairie, at any time to grade or regrade the Lots to accommodate, alter or establish drainage flows, at the expense of the lot owner. The Developer shall not be liable to any Owner for any such grading or regrading, except that if the grading or regrading occurs after the Owner has either seeded or installed sod on the Owner's Lot, and if the grading or regrading damages the Owner's grass or sod, the Developer shall be obligated to reasonably restore the grass or sod to its condition prior to the grading or regrading.

4.3 Building Size and Exterior Materials. The Owner will specify the requirements for building size and exterior materials in the specific covenants described in Section 2.2 by amendments to this Declaration unilaterally made by the Developer. Any interested person may obtain a copy of such future amendments from the ACC.

4.4 Construction Deadline. Construction of all single-family buildings within the Subdivision shall be completed within five months after issuance of a building permit for the building. Landscaping (including grading, sodding and seeding) and paving of any driveway on any Lot shall be completed within sixty (60) days of completion of construction, provided weather conditions so allow. If 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 the delay.

4.5 Front Porches. All single-family buildings shall have a front porch. The minimum depth shall be 4 feet and a minimum area of 40 square feet.

4.6 Garages. It is important that the garage door does not dominate the architectural presence of the public street facade.

Each single-family building constructed on any Lot shall have an attached garage that contains not less than two nor more than three automobile garage stalls. The ACC shall encourage all corner Lots to have side-entry garages.

The lineal feet of garage doors cannot be greater than 50% of the lineal feet of the total of the front facade in the case of two car garages or 55% in the case of three car garages. Three car garages shall have the third garage door set back at least 18 inches from the rest of the garage façade and shall include a change in roofline to visually offset the width of the garage.

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

4.7 Landscaping Requirements and Restrictions. All Owners shall comply with the following landscaping requirements and restrictions:

(a) **Street Terraces.** The Developer shall have the right to plant street trees in street terraces. If the Developer does so, it shall have the right to obtain reimbursement from the affected Owner on such terms as the Developer and the Owner agree.

(b) **Sodding.** Front and side yards shall be sodded, including street terraces, except that the ACC may waive this restriction in its sole discretion. Yards may be seeded and not sodded if the Owner installs and uses an in-ground irrigation system installed by a professional installer approved by the Developer or the ACC and such system is used to water the lawn sufficiently; or in the event that the Owner uses a professionally installed and maintained above-ground irrigation system for a period of at least 60 days duration, which system and installer is approved by the Developer or the ACC. In the case of corner lots, both street terraces shall be sodded. All yard areas not sodded shall be seeded with a fifty percent (50%) blue grass seed mixture. All sodding and seeding shall be completed within sixty (60) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed as soon as weather permits.

(c) **Additional Landscaping Requirements.** Owners, at their expense, shall be responsible for complying with any additional landscaping requirements set forth in subsequently recorded covenants. In addition, each Owner shall be required to conform to the minimum landscaping requirements found in the "Landscape Guidelines for Private Lots", a copy of which is attached hereto, but such requirements are minimums only and the Developer may require other or more extensive landscaping.. The Developer may subject each phase of the Subdivision to additional varying landscaping requirements.

(d) **Ongoing Maintenance.** Each Owner shall be responsible for the ongoing landscaping maintenance of the Owner's Lot, including the adjoining street terrace. During the growing season, each Owner shall mow the vacant portion of the Owner's Lot at least once every two weeks to a height not exceeding six inches. Each Owner shall shovel snow from any adjacent sidewalks within the time required by applicable ordinance. All areas of a Lot not used as a building site or an approved landscaped area or under cultivation as a family garden shall be sodded or seeded, as applicable, and be kept free of noxious weeds.

(e) **Fencing; Screening.** Owners shall not install any fence or wall of any kind without prior written approval from the ACC. The ACC may require that the Owner desiring to install a fence obtain written approval of the fence from the Owners of abutting Lots. An Owner, however, may construct a fence not exceeding four feet in height around a swimming pool approved by the ACC, provided that the ACC approves the style and material of the swimming pool fence, if required by the Developer. The Owner of a Lot containing a swimming pool shall also obtain the written approval of adjoining Lot Owners of the plans for the swimming pool fence. Owners shall not cause a complete visual screening of the front, rear and side boundaries of any Lot by use of

landscape plantings or other means, without prior written approval from the ACC.

(f) **Plantings.** Each Owner shall spend a minimum of \$500 spent on foundation plantings and at least one 4-foot conifer tree or one deciduous tree with a minimum diameter of 1 ½" shall be planted in the front yard of the Owner's Lot.

4.8 Driveways. Unless otherwise approved by the ACC, all driveways shall be concrete and shall be installed within thirty (30) days of completion of construction, unless not permitted by weather conditions. If weather conditions delay completion of a driveway, the driveway shall be completed as soon as weather permits.

4.9 Signs. No signs of any type shall be displayed on any Lot without prior written approval of the ACC, and, if applicable, the Municipality, except lawn signs of not more than seven square feet advertising a home, Lot for sale or signs of any size displayed by the Developer as part of the Developer's marketing of the Lots, signs of a builder not larger than 4 feet by 4 feet advertising the builder's model home or homes, or other signs of builders approved in writing by Developer promoting the builder's lots or homes. The Developer may also erect permanent signs at entrances identifying the Subdivision. The Developer is required by the City of Sun Prairie to install signs along the rear lot line of certain lots within the Subdivision which indicate that no mowing or other encroachments are allowed on the adjoining public outlots. The wording on such signs is subject to approval of the Sun Prairie Director of Public Works.

4.10 Utilities. An Owner shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas and other utilities using such easement. The Owner shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

4.11 Resubdivision. No Lot shall be resubdivided, except with the prior written approval of the ACC. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site.

4.12 Existing or Prefabricated Buildings. No buildings previously erected elsewhere may be moved onto any Lot, except new prefabricated construction approved in writing in advance by the ACC.

4.13 Temporary Dwellings; Outbuildings. No trailer, basement, tent, shack, garage, bam, or any part, shall ever be used as a residence, temporary or permanent, on any Lot. No residence shall be of a temporary character. No outbuildings or accessory buildings, including storage sheds, shall be permitted on any Lot.

4.14 Dog Houses. No dog house may be erected on a Lot without the prior written consent of the ACC. No dog house shall exceed three feet by four feet. Any dog house shall be contiguous to the house or garage constructed on the Lot. An Owner desiring to construct a dog

house shall submit to the ACC for its approval all plans for the dog house, including elevations, materials, color and site plan. The Owner shall obtain the written approval of adjoining Lot Owners to the plans, if required by the Developer. The Owner shall provide landscaping or fencing to screen the dog house from adjoining Lots as required by the ACC.

4.15 Drying of Clothes. No clothes lines or other apparatus for the drying of clothes shall be permitted in the yard of any Lot on a permanent basis.

4.16 Exterior Lighting. Any exterior lighting installed on a Lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent Lots. The light posts for any exterior yard lighting of a Lot shall be of a design which is harmonious with the style and architecture of the building on the Lot.

4.17 Miscellaneous.

(a) Subject to such limitations as are imposed by federal law or regulations, 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 upon any portion of a Lot or building without prior written approval of the ACC. None of such which are visible shall exceed 36 inches in diameter. Satellite dishes of 36 inches or less shall be permitted only in the most unobtrusive location, as approved in writing by the ACC.

(b) No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the ACC.

(c) No active solar collector or apparatus may be installed on any Lot unless such installation is first approved in writing by the ACC, who shall consider the aesthetic and sun reflection effects on neighboring structures. Solar collectors or apparatus installed flat or parallel to the plane of the roof are preferred but still must be approved by the ACC.

(d) No garbage, refuse, rubbish, or cuttings shall be deposited on any street or road or on any Lot unless placed in a suitable sanitary container. No Lot shall be used or maintained as a dumping ground for rubbish, trash, leaves, lawn clippings, rocks or sanitary containers. This section shall not prohibit the construction and operation of a compost. There shall be no incinerator or similar equipment kept or used on any Lot.

(e) No building material of any kind or character shall be stored upon any Lot except in connection with construction approved by the ACC.

Construction shall be promptly commenced and be diligently pursued as soon as any building materials are placed on any Lot.

(f) Front yard decorations, including wildlife reproductions, other than approved lighting, mailboxes, or seasonal decorations are prohibited.

4.18 Basketball Equipment. No basketball backboard, hoop, post and any other related equipment, whether portable or permanently affixed, shall be placed on any Lot except in such location as may be approved in writing by the ACC. No such equipment shall ever be placed, whether permanently or temporarily, adjacent to the street, in the street terrace or in the front yard of any Lot, but this shall not prevent the use of a driveway for such equipment, if such equipment is permanently installed and approved in writing by the ACC.

4.19 Play Equipment and Structures. No swing set or other play equipment or structure shall be installed on any Lot without the prior written approval of the ACC. Any such structure or equipment shall be set back at least 10 feet from each property line of the Lot.

4.20 Mailboxes and Post Lights. To provide continuity throughout the Lots, each Owner of a single-family Lot shall, at their expense, purchase and install a mailbox/post and a post light in accordance with specifications to be provided by the ACC. The Owner shall request the specifications from the ACC prior to purchasing a mailbox/post and post light.

ARTICLE V

USE RESTRICTIONS

5.1 Primary Use. The primary use for each Lot shall be stated in the specific covenants for the Lot described in Section 2.2.

5.2 Pets. No more than two domestic animals may be kept on any single family Lot or in any individual housing unit on other lots. All animals shall be housed in the house or garage or an approved dog house. No free-standing kennels shall be allowed, except for approved dog houses as provided in Section 4.13. Commercial animal boarding, kenneling or treatment shall be prohibited, whether or not for a fee. No Owner may keep a dog whose barking creates a nuisance to neighbors. No animals having vicious propensities shall be kept on a Lot.

5.3 Parking. All vehicle street parking in the Subdivision shall be subject to the requirements of the City of Sun Prairie traffic control plan for the Subdivision. 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, mobile homes, campers, and other recreational vehicles on any Lots shall be prohibited except in garages. This section shall not prohibit the temporary parking of any 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. 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.

5.4 Appearance. Each Owner shall be responsible for maintaining the Lot and all its buildings 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 buildings and other improvements in good order and repair and free of debris, including, but not limited to, the pruning of all trees and shrubbery, the painting or other external care of all buildings and other improvements, and the tasks described in Section 4.6(d), all in a manner and with such frequency as is consistent with good property management.

(c) **Trash.** Trash containers shall be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container. All garbage and trash collection shall take place at the curbside. Lots with alleys should be prepared for trash and garbage collection to occur at either the adjoining alley or at the street fronting the property depending on the arrangements made by the Developer and lot owner with the City of Sun Prairie and City policies.

5.5 Activities. No noxious or offensive trade or activity may be carried out on a Lot which will become a nuisance to the neighborhood or any other Lot within the Subdivision. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards, and shall be reviewed and approved by the ACC. In no event may a family garden exceed 25% of the area of the lot, excluding the area occupied by the residence and driveways. No firearms shall be discharged within the Subdivision.

5.6 Continued Agricultural Use by Developer. The Developer may continue to use lands owned by Developer for any present agricultural purposes and uses.

5.7 Stormwater Management. Rooftop runoff from all future buildings within the Subdivision shall be directed to pervious areas such as lawns, rain gardens, or other densely vegetated areas, that provide a minimum flow length of 20 feet. Downspouts shall not be directed to driveways or streets, unless such direction is not possible. This runoff shall be

dispersed in a manner that does not contribute to soil erosion. No component of the stormwater treatment system, including stormwater conveyances, detention basins, infiltration areas and outlets, may be disbursed, obstructed or encroached upon in any way.

ARTICLE VI

NEIGHBORHOOD ASSOCIATION

6.1 Membership. Every Owner shall be a member of the Neighborhood Association. By acquiring a Lot, every Owner shall be conclusively deemed to have consented to membership.

6.2 Rights and Duties of Members. The articles of incorporation and the bylaws of the Neighborhood Association are incorporated by reference. Among other matters, the articles and bylaws restrict the voting rights of certain members, and obligate all members except for Developer to pay regular and special assessments to the Neighborhood 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 Neighborhood Association, all as amended from time to time, and as provided by applicable law. Any authority of the Neighborhood Association and its members shall be subject to the authority given to the Developer and the ACC in this Declaration.

6.3 Management of the Neighborhood Association. The affairs of the Neighborhood 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 Neighborhood Association, as amended from time to time, and as may be provided by the laws of the State of Wisconsin.

6.4 Obligations of the Neighborhood Association.

(a) **General.** The Neighborhood Association, subject to the rights of the Developer set forth in this Declaration, shall be responsible for enforcing this Declaration.

(b) **Maintenance and Repair.** The Neighborhood Association shall repair and maintain the common elements in the Subdivision which are designated from time-to-time by the Association.

6.5 Assessments.

(a) Each Owner other than Developer shall pay regular and special assessments to the Neighborhood Association as provided in its bylaws. The expenses to be assessed to the Owners shall include all of the reasonable and necessary expenses incurred by the

Neighborhood Association in performing its obligations, including utilities, insurance, acquisition of tools and equipment, salaries and wages, real estate taxes and special assessments and a reasonable amount of working capital.

(b) Notwithstanding the forgoing, the Developer shall cause to be paid to the Association at the closing on the sale of each Lot within the Subdivision, as a special assessment, and the purchaser of such Lot shall pay at such time, the sum of \$100.00 for each single family lot to fund the initial operations of the Association.

6.6 Collection of Assessments. The Neighborhood Association shall levy and collect assessments as provided in its bylaws.

ARTICLE VII

GENERAL PROVISIONS

7.1 Term. This Declaration shall 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 30 years after this Declaration is recorded, after which time this Declaration shall automatically stand renewed for successive five year periods unless terminated as provided in Section 7.2.

7.2 Amendment.

(a) While the Developer owns any Lot, the Developer by its sole act shall have the right to terminate or amend this Declaration by an instrument signed by the Developer and recorded with the Dane County Register of Deeds.

(b) After the Developer ceases to own any Lot, the Owners, by the vote or consent of Owners owning two-thirds or more of the Lots then comprising the Subdivision, shall have the right to amend or terminate this Declaration by an instrument recorded with the Dane County Register of Deeds.

(c) Any amendment related to specific items agreed to in the annexation and predevelopment agreement, the development agreement, or required by any of the approving resolutions or ordinances for this development, must be agreed to by the City of Sun Prairie.

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

7.4 Exculpation. The ACC shall not be liable for damages to any person submitting a

request for approval, or to any Owner, tenant, or 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 requests.

The ACC's review of plans does not include review for structural soundness or compliance with any applicable building codes and practices. The ACC is not representing that any home or site plan meets any state, federal, county, or local setback requirements, statutes, building codes, or ordinances. The Owner of the Lot and the Owner's builder shall have the sole responsibility to ensure compliance with all such requirements. Neither the Developer nor the ACC shall be liable for any such matters.

7.5 Enforcement Actions.

(a) The Developer, 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 a legal action for damages.

(b) In addition to the relief authorized by Section 7.5(a), each of the Developer, the ACC and any Owner (the Enforcing Party) shall have the right of self-help provided in this Section 7.5(b). If any Owner (the Defaulting Owner) fails to comply with any of the Defaulting Owner's obligations under this Declaration, the Enforcing Party shall have the right to give the Defaulting Owner notice of default. The notice shall specify the default and the curative action to be taken by the Defaulting Owner. If the Defaulting Owner does not cure the default within 15 days after the giving of the notice, the Enforcing Party shall have the right to enter the Lot of the Defaulting Owner and cure the default, at the sole expense of the Defaulting Owner. The Defaulting Owner shall pay the reasonable costs of the cure within 10 days after demand by the Enforcing Party. Any amount not paid within 10 days shall bear interest from the 10th day at the rate of 18% per year until paid.

(c) Any Owner who violates a provision of this Declaration shall be liable for reasonable attorneys' fees and court costs incurred by the Enforcing Party in any action brought under either Section 6.5(a) or Section 6.5(b). Any person violating any of these covenants or restrictions shall be liable for all costs of curing the violation.

7.6 Zoning. All Lots are further subject to the applicable zoning laws, ordinances and building codes whichever is most restrictive.

7.7 Notice. Any notice given in connection with this agreement shall be in writing and may be given in any one of the following ways:

(a) By personal delivery,

- (b) By delivery by an express mail service,
- (c) By mailing via the first class United States mail, postage prepaid, addressed to the last known address of the recipient,
- (d) By facsimile transmission, electronic mail or other comparable means.

Notice by mailing in the first class United States mail as described shall be deemed given three days after mailing. All other forms of notice shall be effective upon receipt.

ARTICLE VIII

NOISE

8.1 Noise Abatement. The Lots may experience noise from nearby streets and highways at levels exceeding the levels in Table 1 in Section Trans 405.04 of the Wisconsin Administrative Code. The levels in Table 1 are based on federal standards. Each Owner shall be responsible for the abatement of such noise to protect the Owner's Lot and its occupants.

ARTICLE IX

NOTICE AND COVENANTS; PARADE OF HOMES

9.1 Notice Regarding Bike Trails, Waterways, and Ponds.

(a) Certain outlots within the Subdivision will contain public bike trails. Lot owners are advised that such bike trails are open to the public for pedestrian and bicycle use and are under the control of the City of Sun Prairie. Neither the Developer nor the Neighborhood Association will have any control over the use of such public bike trails.

(b) A wetland exists within the Subdivision and is located within public outlots within the Subdivision as shown on the plat. This wetland may experience rapidly rising water levels during periods of rainfall, snow melt or other circumstances. Playing in or around such wetlands during such times should not be permitted by parents or guardians of children. Parents and guardians of children should exercise care at all times regarding their children with respect to such wetlands.

(c) One or more stormwater management ponds located within outlots within the Subdivision are designed to be wet detention ponds. As wet detention ponds, these ponds are designed to hold water for an extended period of time. These ponds are not designed or intended to be used for recreational purposes of any kind at anytime.

Residents and guests within the Subdivision should not use such ponds for recreational purposes at anytime. Parents and guardians should exercise care at all times regarding their children with respect to such detention ponds.

9.2 Notice Regarding Maintenance of Public Outlots. All of the outlots within the Subdivision which are dedicated to the public will be owned by the City of Sun Prairie, and the City of Sun Prairie shall be responsible for the maintenance of such outlots. Neither the Developer nor the Neighborhood Association shall be responsible for the maintenance of such public outlots. The City of Sun Prairie will establish the maintenance standards for such public outlots. Lot owners are advised that such public outlots will not be maintained as a lawn area, and may not be mowed on a regular basis by the City. The City of Sun Prairie may adopt a low maintenance policy with regard to such areas. Any questions concerning the maintenance standards to be employed by the City with regard to such public outlots should be directed to the City of Sun Prairie Public Works Department.

9.3 Notice and Covenant Regarding High Ground Water Levels. High ground water levels have been detected within the Subdivision. All lots in the Subdivision have the potential to have high ground water levels which may require the use of drain tile and/or sump pumps, and which may affect the establishment of the floor elevation for the lowest floor in any building on any Lot in the Subdivision. Before establishing the elevation of the lowest floor in any building on any Lot in the Subdivision, the Owner or builder should fully investigate the correct elevation of such floor to make sure that such elevation will not lead to ground water problems with the residence. Further, all residences shall be constructed with foundation drain tile, and special attention shall be paid by the Owner and builder to this issue in planning the construction of any dwelling in the Subdivision. Per Sun Prairie Code Sec. 15.04.120, where the lowest floor is more than four feet below grade, a sump pump must be installed.

9.4 Parade of Homes. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of said Lots and related private outlots as a site for the Parade of Homes ("Parade") of the Madison Area Builders Association ("MABA"). In the event some or all of said Lots and related private outlots are selected as a site for the Parade by the MABA, this Declaration of Covenants, Restrictions and Easements shall, as to the Lots and private outlots enrolled in the Parade in a particular year, for the limited period of time commencing 48 hours prior to the commencement of the Parade and ending 48 hours after the conclusion of said Parade, be deemed temporarily altered and modified, to the extent necessary, to permit the MABA to hold its Parade in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the MABA. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the MABA, or any of the builders or participants in such Parade during the period of any such Parade as set forth above.

In addition, the following restrictions shall apply to any Lots within the Property which have

been submitted as a site for the Parade of MABA for a particular year, on the days when the Parade is in operation on or adjacent to such parcel(s) during such year (hereafter "Parade parcels"):

(a) No construction or construction-related work may be done on any of the Parade parcels during the open hours of the Parade of Homes as established by the Madison Area Builders Association for such year;

(b) No signs of any type may be placed upon any of the Parade parcels on the days when the Parade is in operation on or adjacent to such parcel(s) during such year, except such signs as are specifically approved by the Parade of Homes Executive Committee of the MABA;

(c) None of the Parade parcels may be shown to or opened to the public as a model home or in an open house or used in any promotional manner during the period that the Parade is in operation on or adjacent to the Parade parcel(s) during such year, except as an authorized part of the Parade of the MABA for such year and in conformity with the Rules for such Parade;

(d) No construction vehicles or equipment may be kept on any of the Parade parcels during the open hours of the Parade for such year, as established by the Parade of Homes Committee;

(e) Any Parade parcel which has been submitted for the Parade for a particular year, but which is not a participating Parade lot for such year, shall be surrounded by snow fence during the Parade for such year by the Developer, at the Developer's expense, as directed by the Executive Committee of the Parade of Homes;

(f) Use and control of the Parade parcels shall be controlled by and in accordance with the Parade of Homes Rules of the MABA, as amended from time-to-time by such organization, during the dates and hours for the Parade of Homes for such year as established by the MABA; and

(g) If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of the conditions, covenants and restrictions in this section, MABA shall have standing to bring proceedings at law or in equity. Including injunctive relief, against the person or persons violating or attempting to violate any such conditions, covenants, or restriction, and MABA shall be awarded its reasonable attorney's fees and costs.

9.5 Notice Regarding Planned Development Zoning in City of Sun Prairie. The Subdivision is zoned by the City of Sun Prairie as a planned development. As part of the planned development process, the City of Sun Prairie has approved a General Development Plan (GDP)

for the plats of Liberty Square and Liberty Square West Addition, as a whole, and a Precise Implementation Plan (PIP) for the Subdivision. A copy of the GDP and PIP can be obtained from the Developer in connection with the initial sale of lots in the Subdivision, or from the City of Sun Prairie at anytime. All Owners and builders are advised to read the GDP and PIP prior to starting the preparation of plans for any construction on any lot and before construction commences, as the provisions of the GDP and PIP have the force of a City of Sun Prairie zoning ordinance and all construction on and occupancy of Lots in the Subdivision must conform to the terms of such GDP and PIP. The Developer is not responsible to inform any Owner or builder as to the specific terms, conditions or requirements of the GDP and PIP.

Dated this ____ day of _____, 2015

AMERICAN FREEDOM DEVELOPMENT, LLC

By: _____
DAVID D. CHASE, Managing Member

Signature of DAVID D. CHASE authenticated _____ day of _____, 2015

Notary Public, State of Wisconsin
My Commission: _____

**ATTACHMENT –LIBERTY SQUARE WEST ADDITION ASSOCIATION, INC.
EXHIBIT A**

LOT 001	XXXXXXXXXX	LOT 038	XXXXXXXXXX
LOT 002	XXXXXXXXXX	LOT 039	XXXXXXXXXX
LOT 003	XXXXXXXXXX	LOT 040	XXXXXXXXXX
LOT 004	XXXXXXXXXX	LOT 041	XXXXXXXXXX
LOT 005	XXXXXXXXXX	LOT 042	XXXXXXXXXX
LOT 006	XXXXXXXXXX	LOT 043	XXXXXXXXXX
LOT 007	XXXXXXXXXX	LOT 044	XXXXXXXXXX
LOT 008	XXXXXXXXXX	LOT 045	XXXXXXXXXX
LOT 009	XXXXXXXXXX	LOT 046	XXXXXXXXXX
LOT 010	XXXXXXXXXX	LOT 047	XXXXXXXXXX
LOT 011	XXXXXXXXXX	LOT 048	XXXXXXXXXX
LOT 012	XXXXXXXXXX	LOT 049	XXXXXXXXXX
LOT 013	XXXXXXXXXX	LOT 050	XXXXXXXXXX
LOT 014	XXXXXXXXXX	LOT 051	XXXXXXXXXX
LOT 015	XXXXXXXXXX	LOT 052	XXXXXXXXXX
LOT 016	XXXXXXXXXX	LOT 053	XXXXXXXXXX
LOT 017	XXXXXXXXXX	LOT 054	XXXXXXXXXX
LOT 018	XXXXXXXXXX	LOT 055	XXXXXXXXXX
LOT 019	XXXXXXXXXX	LOT 056	XXXXXXXXXX
LOT 020	XXXXXXXXXX	LOT 057	XXXXXXXXXX
LOT 021	XXXXXXXXXX	LOT 058	XXXXXXXXXX
LOT 022	XXXXXXXXXX	LOT 059	XXXXXXXXXX
LOT 023	XXXXXXXXXX	LOT 060	XXXXXXXXXX
LOT 024	XXXXXXXXXX	LOT 061	XXXXXXXXXX
LOT 025	XXXXXXXXXX	LOT 062	XXXXXXXXXX
LOT 026	XXXXXXXXXX	LOT 063	XXXXXXXXXX
LOT 027	XXXXXXXXXX	LOT 064	XXXXXXXXXX
LOT 028	XXXXXXXXXX	LOT 065	XXXXXXXXXX
LOT 029	XXXXXXXXXX	LOT 066	XXXXXXXXXX
LOT 030	XXXXXXXXXX	LOT 067	XXXXXXXXXX
LOT 031	XXXXXXXXXX	LOT 068	XXXXXXXXXX
LOT 032	XXXXXXXXXX	LOT 069	XXXXXXXXXX
LOT 033	XXXXXXXXXX	LOT 070	XXXXXXXXXX
LOT 034	XXXXXXXXXX	LOT 071	XXXXXXXXXX
LOT 035	XXXXXXXXXX	LOT 072	XXXXXXXXXX
LOT 036	XXXXXXXXXX	LOT 073	XXXXXXXXXX
LOT 037	XXXXXXXXXX	LOT 074	XXXXXXXXXX

**ATTACHMENT - LIBERTY SQUARE WEST ADDITION ASSOCIATION, INC.
EXHIBIT A**

LOT 075	XXXXXXXXXX	LOT 113	XXXXXXXXXX
LOT 076	XXXXXXXXXX	LOT 114	XXXXXXXXXX
LOT 077	XXXXXXXXXX	LOT 115	XXXXXXXXXX
LOT 078	XXXXXXXXXX	LOT 116	XXXXXXXXXX
LOT 079	XXXXXXXXXX	LOT 117	XXXXXXXXXX
LOT 080	XXXXXXXXXX	LOT 118	XXXXXXXXXX
LOT 081	XXXXXXXXXX	LOT 119	XXXXXXXXXX
LOT 082	XXXXXXXXXX	LOT 120	XXXXXXXXXX
LOT 083	XXXXXXXXXX	LOT 121	XXXXXXXXXX
LOT 084	XXXXXXXXXX	LOT 122	XXXXXXXXXX
LOT 085	XXXXXXXXXX	LOT 123	XXXXXXXXXX
LOT 086	XXXXXXXXXX	LOT 124	XXXXXXXXXX
LOT 087	XXXXXXXXXX	LOT 125	XXXXXXXXXX
LOT 088	XXXXXXXXXX	LOT 126	XXXXXXXXXX
LOT 089	XXXXXXXXXX	LOT 126	XXXXXXXXXX
LOT 090	XXXXXXXXXX	LOT 127	XXXXXXXXXX
LOT 091	XXXXXXXXXX	LOT 128	XXXXXXXXXX
LOT 092	XXXXXXXXXX		
LOT 093	XXXXXXXXXX		
LOT 094	XXXXXXXXXX		
LOT 095	XXXXXXXXXX		
LOT 096	XXXXXXXXXX		
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LOT 102	XXXXXXXXXX		
LOT 103	XXXXXXXXXX		
LOT 104	XXXXXXXXXX		
LOT 105	XXXXXXXXXX		
LOT 106	XXXXXXXXXX		
LOT 107	XXXXXXXXXX		
LOT 109	XXXXXXXXXX		
LOT 110	XXXXXXXXXX		
LOT 111	XXXXXXXXXX		
LOT 112	XXXXXXXXXX		

EXHIBIT B

The following additional covenants apply only to Lots P-1 to P-75:

1. **Use.** These Lots shall be used exclusively for single-family residences.
2. **House Size.** Each residential structure shall have a minimum of the following floor area of finished living space:
 - (a) Single-story houses shall have not less than 1500 square feet excluding the garage.
 - (b) Split-level and bi-level houses shall have not less than a total of 1500 square feet on the two main living areas excluding the garage.
 - (c) Raised ranch houses shall have not less than a total of 1500 square feet on the main level excluding the lower level and garage.
 - (d) Two-story houses shall have not less than a total of 1800 square feet on the first and second floor areas of the house excluding the garage.
 - (e) For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.
 - (f) The ACC shall have the power in its discretion to waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Subdivision.
3. **Roof Pitch.** All buildings shall have a minimum roof pitch of 5 to 12, unless the ACC, in its sole discretion, gives prior written approval to a different pitch.
4. **Front Porches.** All buildings shall have a front porch. The minimum depth shall be 4 feet and a minimum area of 40 square feet.
5. **Setback and Garages.** Each building shall comply with the setback requirements of the Municipality's ordinance. It is important that the garage door does not dominate the architectural presence of the public street facade. All garage doors shall be a minimum of 4 feet behind the front porch.

Each single-family building constructed on any Lot shall have an attached garage that contains not less than two nor more than three automobile garage stalls. The ACC shall encourage all corner Lots to have side-entry garages.

The lineal feet of garage doors cannot be greater than 50% of the lineal feet of the total of the front facade in the case of two car garages or 55% in the case of three car garages. Three car garages shall have the third garage door set back at least 18 inches from the rest of the garage façade and shall include a change in roofline to visually offset the width of the garage.

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

6. Windows and Window Treatment. Each of the four elevations on a residential structure shall have at least one full sized window. Each window on the front and side elevations of a building shall have either shutters or a minimum 1" x 4" window wrap.

7. Additional requirements. Roofing must be architectural type shingle similar to Celotex Dimensional IV or wood shakes, unless prior written approval from the ACC, in their sole discretion, is obtained. Additionally, Owners must obtain prior written approval from the ACC as to the color of shingles to be used.

(a) All chimneys and all exterior flues shall be fully enclosed.

(b) All fascias shall be a minimum size of 1" x 8".

(c) Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:

(1) Type of aluminum or vinyl siding used will be restricted to higher grade double IV or Double V, textured siding.

(2) Most wood siding types, excluding "Type 1-11 or other similar siding, will be permitted. All wood siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval.

(d) No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee.

(e) The ACC reserves the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary be added to the plan.

(f) Each residential structure erected shall have its entire external construction completed and the Lot fully landscaped and driveway paved 12 months from the date of issuance of the building permit except for delays in completion due to strike, war or Act of God.

8. Additional Landscaping: Requirements. Landscaping (including grading, sodding and seeding) shall be completed within ninety (90) days of completion of construction. Additionally, there shall be a minimum of \$500 spent on foundation plantings and at least one 4-foot conifer tree or one deciduous tree with a minimum diameter of 1 ½” shall be planted in the front yard.

EXHIBIT C

The following additional covenants apply only to Lots P-76 to P-128:

1. **Use.** These Lots shall be used exclusively for single-family residences.

2. **House Size.** Each residential structure shall have a minimum of the following floor area of finished living space:
 - (a) Single-story houses shall have not less than 1500 square feet excluding the garage.

 - (b) Split-level and bi-level houses shall have not less than a total of 1500 square feet on the two main living areas excluding the garage.

 - (c) Raised ranch houses shall have not less than a total of 1500 square feet on the main level excluding the lower level and garage.

 - (d) Two-story houses shall have not less than a total of 1800 square feet on the first and second floor areas of the house excluding the garage.

 - (e) For the purpose of determining floor area, stair openings shall be included but open porches, screened porches, attached garages, and basements, even if finished for recreational use, shall be excluded.

 - (f) The ACC shall have the power in its discretion to waive these minimum areas where the architecture and quality of the proposed house represents an appearance compatible with other houses in the Subdivision.

3. **Roof Pitch.** All buildings shall have a minimum roof pitch of 5 to 12, unless the ACC, in its sole discretion, gives prior written approval to a different pitch.

4. **Front Porches.** All buildings shall have a front porch. The minimum depth shall be 4 feet and a minimum area of 40 square feet.

5. **Setback and Garages.** Each building shall comply with the setback requirements of the Municipality's ordinance. It is important that the garage door does not dominate the architectural presence of the public street facade.

Each single-family building constructed on any Lot shall have an attached garage that contains not less than two nor more than three automobile garage stalls. The ACC shall encourage all corner Lots to have side-entry garages.

The lineal feet of garage doors cannot be greater than 50% of the lineal feet of the total of the front facade in the case of two car garages or 55% in the case of three car garages. Three car garages shall have the third garage door set back at least 18 inches from the rest of the garage façade and shall include a change in roofline to visually offset the width of the garage.

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

6. Windows and Window Treatment. Each of the four elevations on a residential structure shall have at least one full sized window. Each window on the front and side elevations of a building shall have either shutters or a minimum 1" x 4" window wrap.

7. Additional requirements. Roofing must be architectural type shingle similar to Celotex Dimensional IV or wood shakes, unless prior written approval from the ACC, in their sole discretion, is obtained. Additionally, Owners must obtain prior written approval from the ACC as to the color of shingles to be used.

(a) All chimneys and all exterior flues shall be fully enclosed.

(b) All fascias shall be a minimum size of 1" x 8".

(c) Aluminum, vinyl or wood siding, soffits and fascia will be allowed, subject to the following restrictions:

(1) Type of aluminum or vinyl siding used will be restricted to higher grade double IV or Double V, textured siding.

(2) Most wood siding types, excluding "Type 1-11 or other similar siding, will be permitted. All wood siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval.

(d) No changes or deviations in or from such plans and specifications as approved shall be made without the prior written consent of the Architectural Control Committee.

(e) The ACC reserves the right to require brick, stone, shutters, corner boards and/or other items which it deems necessary be added to the plan.

(f) Each residential structure erected shall have its entire external construction completed and the Lot fully landscaped and driveway paved 12 months from the date of issuance of the building permit except for delays in completion due to strike, war or Act of God.

8. Additional Landscaping: Requirements. Landscaping (including grading, sodding and seeding) shall be completed within ninety (90) days of completion of construction. Additionally, there shall be a minimum of \$500 spent on foundation plantings and at least one 4-foot conifer tree or one deciduous tree with a minimum diameter of 1 ½” shall be planted in the front yard.