

**DECLARATION OF COVENANTS,  
RESTRICTIONS AND CONDITIONS FOR  
SCOTT SUBDIVISION**

Document Number

Title of Document

Lots 1 through 19, Scott Subdivision, recorded August 22, 2022 in Volume 61-0719 in Plats, pages 432 and 433, as document number 5857192, Village of Cambridge, Dane County, Wisconsin.

PINS:

Lot 1 111/061212306011  
Lot 2 111/061212306121  
Lot 3 111/061212306231  
Lot 4 111/061212306341  
Lot 5 111/061212306451  
Lot 6 111/061212306561  
Lot 7 111/061212306671  
Lot 8 111/061212306781  
Lot 9 111/061212306891  
Lot 10 111/061212307001  
Lot 11 111/061212307111  
Lot 12 111/061212307221  
Lot 13 111/061212307331  
Lot 14 111/061212307441  
Lot 15 111/061212307551  
Lot 16 111/061212307661  
Lot 17 111/061212307771  
Lot 18 111/061212307881  
Lot 19 111/061212307991

Record this document with the Register of Deeds

Name and Return Address:

MICHAEL D. RUMPF  
P.O. BOX 1  
CAMBRIDGE, WI 53523

(Parcel Identification Number)

DRAFTED BY:

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**DECLARATION OF COVENANTS, RESTRICTIONS AND CONDITIONS  
FOR  
SCOTT SUBDIVISION**

**WHEREAS**, Developer now owns certain lands in the Village of Cambridge, Wisconsin, which have been platted as Lots One (1) through Nineteen (19) of Scott Subdivision.

**WHEREAS**, Developer, for the preservation of property values and to promote the quality of life by preserving scenic beauty and protecting environmental and ecological values, desires to subject the Subdivision and other lands to covenants, restrictions, and conditions.

**NOW, THEREFORE**, Developer hereby declares that the Subdivision, and each Lot thereof; shall be used, held, sold and conveyed subject to the covenants, restrictions and conditions set forth below

- I. **Definitions:** For purpose of these covenants, restrictions and conditions, the following terms shall be defined in the following manner:
  - a. "Committee" of "ARC" shall mean the Developer or Architectural Control Committee, whichever is then applicable, as described in section 3.a.
  - b. "Declaration" shall mean the covenants, restrictions, easements, charges, liens and other provisions herein set forth in this entire document, as may from time-to-time be amended.
  - c. "Developer" shall refer to Kason Limited Liability Co., its successors and assigns.
  - d. "Dwelling" shall mean a single-family residential dwelling.
  - e. "Lot" shall refer to one of the following: Lot One (1) through Lot Nineteen (19) of the recorded Plat of Scott Subdivision.

- f. "Building Site" shall mean a lot as specified in section 1.e above or an individual lot and one (1) additional adjacent lot.
- g. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted Lot within the Subdivision, except that as to any such Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.
- h. "Subdivision" shall mean and refer to the real estate described as Lots One (1) through Nineteen (19) of the recorded Plat of Scott Subdivision, Village of Cambridge, Dane County, Wisconsin.

**2. Property Subject to This Declaration**

Description. "The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Cambridge, Dane County, Wisconsin, and is more particularly described as: Lots One (1) through Nineteen (19) of the recorded Plat of Scott Subdivision, Village of Cambridge, Dane County, Wisconsin.

**3. Architectural Control**

- a. Architectural Control Committee. While the Developer retains ownership of any lot in the subject area, the Architectural Control Committee (ARC) shall consist of the Developer. The Developer may appoint an agent or ARC to act in its place as the ARC. When the Developer ceases to own any of the subject lots, a majority of the then Owners of the lots shall have one vote per lot and shall elect the two members of the ARC. Shaun Cunningham shall be the third member of the ARC. The ARC's approval or disapproval as required in these Restrictions shall be in writing.

- b. Architectural Control.

All lot owners must receive ARC written approval for buildings, landscaping, fences, wall, play equipment, or other structures or improvements to be constructed on any lot, along with site plans. Written approval by the ARC shall be received prior to construction.

Required Submissions: In addition to any other information which the ARC may reasonably request, each owner shall submit to the ARC in conjunction with any request for approval of any construction or improvements on any lot the following:

- Two complete sets of specifications and construction plans at one quarter inch scale, which include square footage, along with elevations of all views of the structure.
- A description of exterior materials and colors.
- A site plan that indicates the position of the building or improvements on the lot, location of the driveway, retaining walls, elevation of the foundation wall, garage floor in relations to the nearest curb and proposed storm water drainage. Approval shall not be granted if the proposed elevation of the building and/or proposed storm water drainage is not compatible with neighboring buildings or lots.

Construction details for all building structures, walls, decks, and other improvements;

- Proposed facades of any building, including the style and location of eaves and windows;
  - Description of materials to be used;
  - Color scheme of all improvements;
  - Landscape plans and specifications which shall also show all existing trees proposed to be removed, together with their species and size; and
  - Such other material as the ARC may deem necessary.
  - Description of erosion control methods to be used during construction;
  - The plans and specifications shall show, at a minimum, the exterior design, height, building material and color scheme, the location of the structure with building elevations, finished grade with respect to street, the location of the driveway; the plot plan shall show the general plan of landscaping and grading. Two copies of the plans shall be deposited with the ARC.
- c. The ARC may approve, disapprove or approve subject to stated conditions which shall be adhered to by Owner. In the event the Developer is not acting as the ARC, the ARC's decisions shall be by majority vote.

- d. In the event the ARC does not approve, disapprove or approve subject to conditions within thirty (30) days after the same have been submitted in writing in accordance with this Article, then ARC approval shall be deemed granted.
- e. If approval is received from the ARC, then the Owner shall construct any improvements substantially in accordance with the submitted documents. All material changes to the plans must be resubmitted to and approved by the ARC. Any changes to the plans that would lessen the quality or expense of the construction, or alter or change the exterior appearance or color scheme, shall be deemed to be material changes.
- f. Standards. In exercising any authority under this Declaration, the ARC shall act in accordance with the following standards:
  - i. To assure the most appropriate development and improvement of the Lot;
  - ii. To protect each Owner of a Lot against improper uses by other Lot Owners;
  - iii. To preserve the beauty of the Lot and Subdivision in general;
  - iv. To guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
  - v. To encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design and color scheme with other structures within the Subdivision and which are properly located upon the Lot in accordance with its topography and finished grade elevation; and
  - vi. To provide for high quality improvements which will protect the investments of purchasers of Lots.
- g. Liability of ARC. The Developer and the ARC shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site plan or other matter, including any loss arising out of the negligence of the Developer or ARC.

- h. Expert Fees. In the event that the ARC deems it necessary to obtain expert assistance in its review of an Owner's submission, it shall be authorized to retain expert(s) after first notifying Owner of its intention to do so. The cost of such experts shall be paid by the Owner as a condition of approval and shall be paid before commencement of any work.
- i. Exceptions. The ARC may issue such temporary or permanent exceptions or variances with respect to any of the covenants, restrictions and conditions herein contained as may be approved by unanimous vote, exclusive of any vote of the Owner requesting such exception or variance, who may be a member of the ARC. In the event the Developer is acting as the ARC, it shall be the sole decision-maker with respect to such exceptions.

#### **4. Architectural and Other Lot Restrictions and Prohibitions**

- a. Restrictions, Prohibitions and Conditions. The following restrictions, prohibitions, and conditions apply to all Lots hereunder:
  - i. 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 site plans shall be kept by the ARC for the benefit of other Owners in planning their individual elevations. Grades may not be altered from the record grading plan on easements or anywhere within five (5) feet of a lot line.
  - iii. The following minimum floor area requirements shall apply to all single family residential Dwellings erected, not to exceed two and one-half stories in height, on any Lot subject to this Declaration:
    - (1) No single story Dwelling shall have less than 1,650 square feet on the main level.
    - (2) No two story Dwellings shall have less than 1,800 square feet, with, a minimum of 900 square feet on the main (first floor) level.
  - iv. For the purpose of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.
  - v. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, adoption, or having a relationship described as a domestic partnership) plus no more than two unrelated persons. This restriction shall not be interpreted to

prevent a family from providing foster care in their home nor from using their home as an adult family home where they may provide assisted living services to as many as four (4) unrelated residents.

- vi. No business, whether or not for profit, including, without limitation, animal boarding, kenneling or treatment business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling. Any business services performed from a single family dwelling in a low density residential district must conform to the zoning requirements as stated in the Village Ordinances.
- vii. All single family residential Dwellings must have an attached garage and such garage must contain not less than two (2) nor more than four (4) garage stalls capable of holding at least two (2) full-size automobiles. An "attached garage" means a garage that shares a common wall with the Dwelling and that has a doorway from the garage directly into the Dwelling. A garage connected to a house by a breezeway is not permitted.
- viii. The following standards shall be adhered to in relation to all designs and construction to preserve the natural and improved beauty of the Subdivision:
  - 1. All chimneys and flues shall be fully enclosed.
  - 2. Vinyl siding shall be limited, but may be utilized where, in the opinion of the ARC, it does not detract from the architectural appearance of the Dwelling. If vinyl siding is approved, it must be of a high quality such as "Mastik .044 or .048" or better, and be installed in such a manner as to eliminate, wherever possible, overlapping or spliced pieces.
  - 3. No plywood siding shall be allowed.
  - 4. Roof pitch shall be no less than six inches in every twelve inches.
  - 5. Use of masonry, especially in front of the building, is encouraged. 30% of the front of the house shall be brick. A house plan that does not include masonry may not be approved by the ARC unless a specific exception is made because of some other house feature that would make the use of masonry aesthetically or functionally undesirable.
  - 6. Trim, siding, masonry and roofing colors shall be

coordinated to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Subdivision.

- ix. No Dwelling or other building structure previously erected elsewhere may be moved onto any Lot subject to this Declaration.
- x. All driveways must be constructed of concrete.
- xi. All areas of any Lot not used as a Building site, lawn, or under cultivation as a garden, shall have a cover crop or be so cultivated or tended in its natural state as to keep such areas free from noxious weeds.
- xii. The Owner shall keep each Lot, and all improvements, in good order and repair and free of debris or salvage material, all in a manner and with such frequency as is consistent with good property management.
- xiii. Construction of all Dwellings or other improvements shall be completed within twelve (12) months of the date of issuance of a building permit for the respective structure. All landscaping and driveways shall be completed within thirty (30) days of occupancy of Dwelling. If such construction or landscaping is delayed due to conditions beyond the control of the Lot Owner, the time for completion shall be extended by the Architectural Control Committee (ARC) by the period of such delay but in no event shall the whole construction process continue longer than eighteen (18) months after the date of issuance of the building permit for the respective structure.
- xiv. No Lot as platted shall be re-subdivided. No boundary line within the Subdivision shall be changed, except with the approval of the ARC. This section shall not be construed to prevent the use of one Lot and part or all of another Lot as one building site.
- xviii. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sale, or signs provided or allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The



Developer reserves the right to erect monuments surrounded with landscaping at the entrances to the Subdivision to identify the Subdivision and to erect appropriate signage for the sales of Lots.

- xix. The following are minimum landscaping requirements for all Lots hereunder upon completion of construction:
- (1) Upon completion of construction or within thirty (30) days of occupancy, unless weather conditions do not permit compliance, all front, side and rear yards which have been disturbed and which are not covered with any plantings shall be sodded or seeded and mulched with a quality blue grass mixture. Use of sod is required, in the discretion of the ARC, in highly erodible Lot areas.
  - (2) All Lots shall be final graded and at least two (2) inches of quality topsoil shall be applied to all disturbed land areas prior to sodding and at least four (4) inches shall be applied to all disturbed land areas prior to grass seeding.
  - (3) Landscape plantings and maintenance of the premises shall be the responsibility of the Lot Owner. Complete visual screening of the front or side boundaries of the premises is prohibited without approval of the ARC.
  - (4) Trees of a diameter of six (6) inches or greater shall not be destroyed or removed except as approved, in writing, by the ARC. In the event trees are destroyed, removed or damaged without approval, the ARC may require replacement of same, of similar size and quality, to the extent possible, with the cost thereof to be paid by the Lot Owner.
- xx. No high intensity indiscriminate yard lighting shall be placed or utilized upon any Lot without the written authorization of the ARC; provided, however, this provision shall not be interpreted to prohibit directional outdoor lighting illuminating entrances, walkways, driveways, patios, decks, and so forth.

- xxi. There shall be no burning of trash, rubbish, grass, brush or other materials anywhere in the Subdivision unless specifically authorized by the ARC pursuant to written guidelines which take into account safety considerations.
- xxii. Subdivision, except that which surrounds an in-ground swimming pool as No above ground swimming pools shall be permitted.
- xxiii. In order to reduce stormwater runoff and protect water quality, all downspouts and downspout extenders are to drain into permeable areas for each individual parcel. These permeable areas may be grass or planting beds.
- xxiv. Any type or style of fencing is not allowed in the Plat of Scott required by ordinance. In the event of such request, as well as any other fencing request the ARC will consider the fence design, location and materials. Fences, if allowed by the ARC, shall comply with Village of Cambridge ordinances and shall not extend into the front yard. The limit of the fencing extends from the front residence extending to the side lots and extending to the rear lot line. Written request for fencing shall include a scaled drawing and shall be submitted to the ARC 45 days prior to installation. Fencing product shall be Elite EFF-20 or equivalent. ARC will not approve any fencing installations within existing easements throughout the Plat of Scott Subdivision.

a. Use Requirements.

- i. Lots One (1) through Nineteen (19) of the recorded plat of Scott Subdivision, Village of Cambridge, Dane County, Wisconsin shall be used for single-family residential purposes only. These lots are zoned R-L, Low Density Residential.
- ii. Only three (3) domestic animals shall be allowed per residential unit and must be housed within the principal structure. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not.
- iii. Accessory buildings are expressly prohibited. A shed, not to exceed 150 square feet, may be allowed by the ARC on the condition that the shed is located in the back yard, aesthetically is similar to the color and structure of the main residence and does not detract the overall appearance in the neighborhood.
- iv. Where public walks exist on public streets, the abutting Lot Owner

shall maintain the same in a safe and travelable condition.

- v. The Owner shall be responsible for maintaining the Lot in a neat appearance.
- vi. No basement, tent or garage or any part thereof erected on any Lot shall at any time be used as a residence, temporarily or permanently.
- vii. Parking of service vehicles owned or operated by any Owner is prohibited unless such vehicles are kept in garages. Storage of boats, travel and utility trailers, mobile homes, campers, and other recreational vehicles is prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose 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.
- viii. 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. Nuisances such as loud or unreasonable noises shall not be permitted to exist upon any Lot so as to be detrimental to any neighboring lot or its occupants.
- ix. Exterior lighting shall not be directed in such a manner as to create annoyance to neighbors.
- xi. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection.
- xii. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis.
- xiii. No firewood or woodpile shall be kept outside a structure.
- xiv. 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 from noxious weeds,
- xv. Each Owner shall maintain the Lot in a neat appearance. 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 or side yards.
- xvi. No exterior antennas, or satellite disks shall be permitted, except satellite disks of no more than 18-inches in diameter may be

mounted on the dwelling in an inconspicuous location if approved by the ARC.

xvii. Solar panels on the roof, not exceeding 60% of the roof area, are permitted by the Architectural Control Committee (ARC).

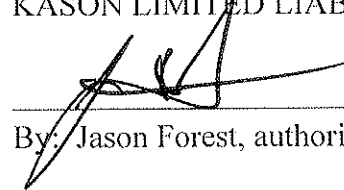
6. **Contractor Restriction.** Only State of Wisconsin licensed general contractors shall be authorized to construct dwellings or other structural improvements on any Lot covered herein.
7. **Damages to Curb and Gutter.** If any damage is caused to the curb and gutter by the owner, contractor, or subcontractor in the process of excavation or building a house, it is the responsibility of the owner of the lot to pay the cost of repairs to the curb and gutter.
8. **General Provisions.**
  - a. **Duration of Declaration.** This Declaration shall run with the land and shall be binding upon and inure all to the benefit of 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 8.c. below.
  - b. **Remedies.** If any Owner, or any member of his family, any guests, or any lessee shall violate or attempt to violate any of the covenants, restrictions and conditions contained herein while this Declaration is effective, the Developer, the Association, ARC or any Owner shall have standing to bring proceedings at law or in equity against the Owner violating or attempting to violate any such covenants, restrictions, or conditions and the prevailing party shall be awarded reasonable attorneys' fees and costs, and any person violating any of these covenants, restrictions or conditions shall be liable for all costs of removing and correcting any such violation. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.
  - c. **Modification of Declaration.** This Declaration, or any part thereof, may be amended in writing as to some or all of the Lots subject to this Declaration by an instrument signed by the Owners of not less than two-thirds of the Lots in Scott Subdivision. The instrument shall be recorded. Until such time as Developer has sold all of the Lots within Scott Subdivision the Developer reserves the right to unilaterally amend this Declaration without the consent of any other Owner.

- d. Severability. Invalidation of anyone of these covenants, restrictions or conditions or any severable part of same, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.
  - e. Applicable Laws. The Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.
9. Captions. The captions and section heading herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

**SIGNATURE LINE TO FOLLOW**

The undersigned has executed this instrument on this 30th day of September, 2022.

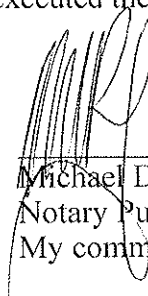
KASON LIMITED LIABILITY CO.



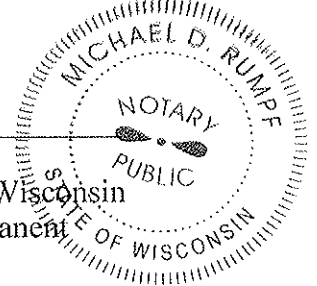
By: Jason Forest, authorized member

STATE OF WISCONSIN    )  
DANE COUNTY            )

Personally came before me this 30th day of September, 2022, the above named Jason Forest, to me known to be the person who executed the foregoing instrument, and to me known to be the authorized member and acknowledged that he executed the foregoing instrument as the action of said Company, by its authority.



Michael D. Rumpf  
Notary Public, State of Wisconsin  
My commission is permanent



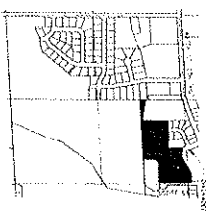
Drafted by:

Michael D. Rumpf  
Attorney at Law  
PO Box 1,  
Cambridge, WI 53523  
608-423-3254  
mrumpf@rumpflaw.com

For more information on this plan visit the project page at [www.dane.gov](http://www.dane.gov).  
 2100 S. 23rd Street, Suite 200, Madison, WI 53704  
 Phone: 608-261-3213, Fax: 608-261-3214  
 Email: [scott@dnr.wisconsin.gov](mailto:scott@dnr.wisconsin.gov)  
 August 17, 2022  
 Dennis Dwyer  
 Department of Natural Resources

# SCOTT SUBDIVISION

Part of Outlot 84 of the Bedford and Cambridge Assessor's Plot of Cambridge, located in the SE 1/4 of the NW 1/4, and the NE 1/4 of the SW 1/4 of Section 12, T. 8 N., R. 12 E., Village of Cambridge, Dane County, Wisconsin

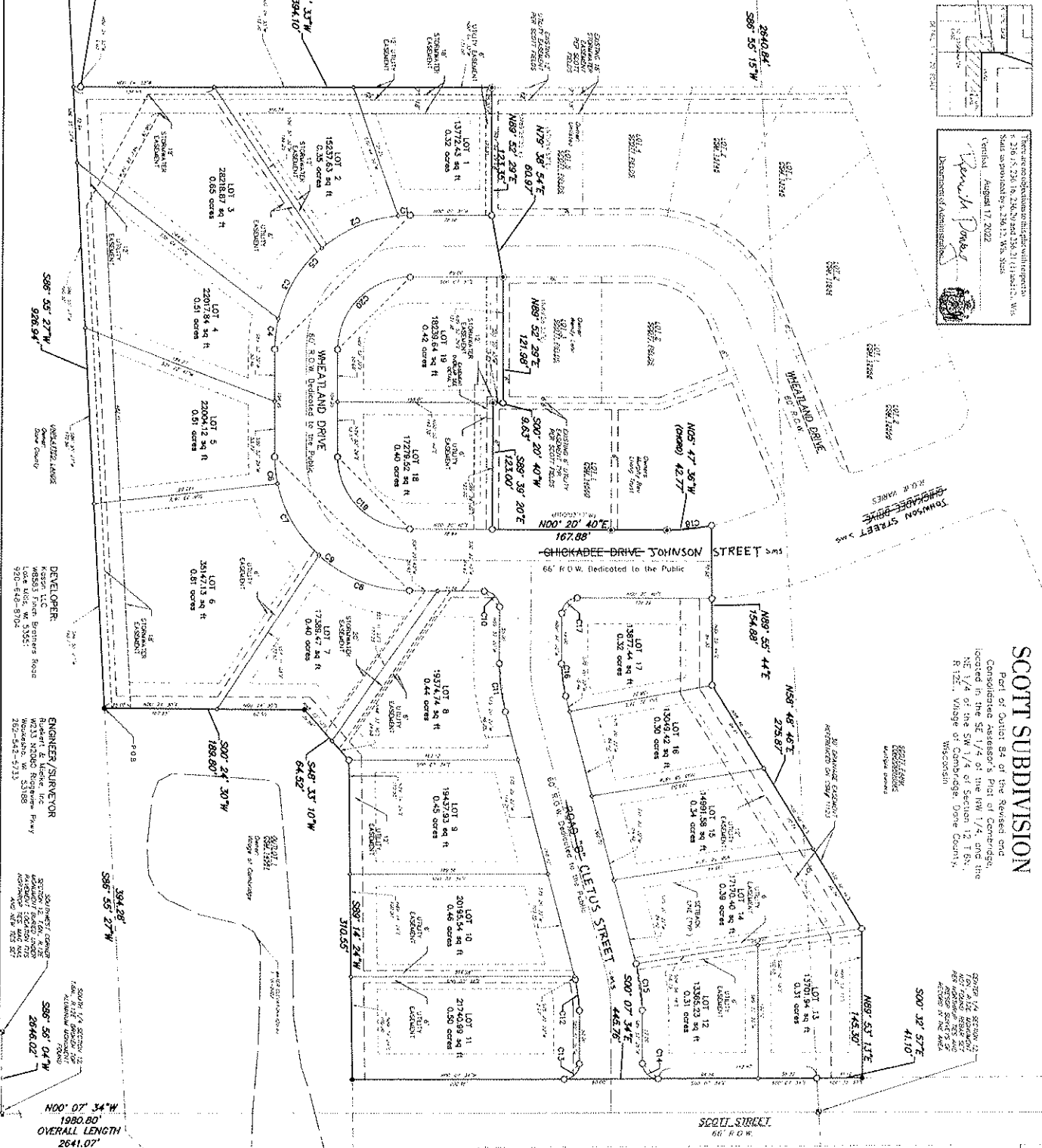
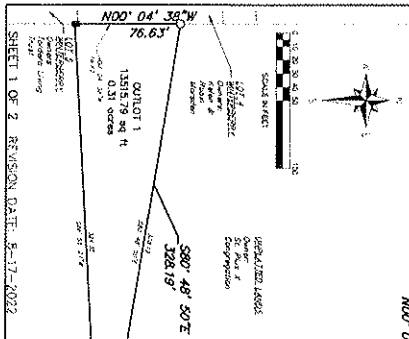


NOTE: 1. A portion of the land shown on this plan is currently under a leasehold interest. The leasehold interest is shown in pink on this plan. The leasehold interest is for a term of 10 years, commencing on the date of recording of this plan and terminating on the date of the expiration of the lease. The leasehold interest is for the use of a parking lot for the use of the Scott Subdivision. The leasehold interest is for a term of 10 years, commencing on the date of recording of this plan and terminating on the date of the expiration of the lease. The leasehold interest is for the use of a parking lot for the use of the Scott Subdivision.

- NOTES:
1. Subject property and surrounding area are more than 100 feet above the 100 year recurrence interval flood zone and do not require flood insurance.
  2. All lots are to be used for residential purposes.
  3. Statistics from parcel 12, Side view=12, Rear view=22.
  4. Point 12 is 447.724 sq ft +/- 10.27 +/- acres.
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  12. Point 12 is 447.724 sq ft +/- 10.27 +/- acres.



Prepared by: **DANIEL J. SCOTT**  
 State Engineer  
 Dated this 17th day of August, 2022



**DEVELOPER:**  
 KESON LLC  
 Keson Enterprises, Inc.  
 920-648-8704

**ENGINEER/SURVEYOR:**  
 Robert & Marie, Inc.  
 285-542-5733

**STATEMENT OF WORK:**  
 STATEMENT OF WORK  
 285-542-5733

1980.80' OVERALL LENGTH  
 2641.07'

