

MEMORANDUM

From: Westhaven Trails Community Service Association
To: All Members
Re: Use Restrictions Fine Policy
Date: May 1st, 2011

As a member of the Westhaven Trails Community Service Association you're aware of and have accepted (as part of the purchase of your property) the Covenants, Conditions, and Use Restrictions that apply to your property. Please reference Article 11 Sections 1 – 28 of the Covenants for a complete list of Use Restrictions that apply to your property. To support high property values, maintain our neighborhood, and ensure consistent adherence to the covenants the Westhaven Trails Community Service Association has implemented the following Use Restriction Fine Policy as presented at the 2011 Annual Meeting.

Article 5, Section 8.03. Rules and Regulations states: "The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines which shall constitute a lien upon the owner's Residential Unit(s) or vacant lot(s) and suspension of the right to vote and the right to use Common Area. In addition, the Board shall have the power to seek relief, in any court for violations or to abate unreasonable disturbances. Imposition of sanctions shall be provided in the By-laws.

Based on the above referenced article and section the Association through its Board of Directors sets the following policy and process to guide notices and fines assessed by the association to its members for violations of the Covenants. ***Please note that fines are not special assessments and should in no way to be confused as such. Special assessments as described in the Covenants of the association are typically used raise funds for specific infrastructure type improvements.***

Policy & Process:

First violations will receive a (non-monetary) FIRST NOTICE to remediate the specified violation within fourteen (14) calendar days of the notice post-marked mail date.

Second violations for the same or reasonably similar offence within a 12 month period will be sent a SECOND NOTICE and assessed a seventy-five dollar (\$75.00) fine due within fourteen (14) days. Remediation of such offence will likewise still be required within fourteen (14) calendar days of the notice post-marked mail date.

Third violations for the same or reasonably similar offence within a 12 month period will be sent a THIRD NOTICE and assessed an additional seventy-five dollar (\$75.00) fine due within fourteen (14) days. Remediation of such offence will likewise still be required within fourteen (14) calendar days of the notice post-marked mail date.

Additional Process Guidelines: (1) Violations not resolved within fourteen days of the THIRD NOTICE will be referred to the Association's Attorney for further legal review and appropriate action. (2) All notices will be sent USPS certified mail. (3) Notices maybe sent by the Board of Directors or the Chair of the Architectural Review Board.

Please send questions, concerns, or comments related to this policy in writing to the Association's Board of Directors via the following e-mail: board@westhaventrails.org.

ARTICLE 11 - USE RESTRICTIONS

(As referenced in the Westhaven Trails Community Service Association, Inc. Covenants filed with Register's Office of Dane County on October 2, 1981)

All lots described herein shall be subject to the following use restrictions and the Association shall have full authority to enforce said restrictions in the manner described in this Declaration, the Articles of Incorporation and the By-Laws of the Association:

Section 11.01. Maintenance of Lots and Structures.

Each Residential Unit or vacant lot owner shall keep said lot and all improvements therein or thereon in good order and repair, free of debris including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

Section 11.02. Nuisance or Annoying Activities.

No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other property in the vicinity thereof or to the occupants thereof. This shall not be construed to prevent a properly tended family garden or orchard which shall be located in the rear yard.

Section 11.03. Animals.

No lot or parcel shall be used for the keeping or breeding of livestock, animals or poultry of any kind, except that household pets may be kept, provided they are not kept for breeding or maintained for any commercial purposes. No animal enclosure, house, pen or fence or similar device shall be placed in the front yard. Placement of animals and animal enclosures on any other part of a lot shall be subject to the approval of the Architectural Committee which approval may require screening of said animal enclosure.

Section 11.04. No Trash in Common Areas or Lots.

No lot, outlot or parcel of land, greenway, common area or park shall be used as a dumping ground for rubbish, trash leaves, lawn clippings, rocks, earth or garbage. Trash, garbage or other waste shall not be kept or stored except in sanitary containers.

Section 11.05. Garbage and Trash Containers.

No garbage or trash containers shall be stored outside of a Residential Unit or garage unless enclosed with a fence and gate approved by the Architectural Committee.

Section 11.06. Lighting.

Exterior lighting installed on any lot or improvement shall either be indirect or of such controlled focus and intensity so that such lighting will not disturb the residents of adjacent lots.

Section 11.07. Signs.

No signs of any kind shall be displayed to the public view on any lot excepting one (1) professional sign of not more than one (1) square foot. Temporary open house or garage sale signs may be displayed during daylight hours. No advertising signs, except for one (1) "For Rent" or "For Sale" sign not to exceed six (6) square feet shall be placed or permitted to remain on any lot. A builder or real estate broker may erect one (1) sign per lot without regard to size to advertise the property during the construction and sales period. This restriction shall not apply to signs installed by Declarant identifying the subdivision or advertising lots for sale.

Section 11.08. Antennae/Wind Powered Electric Generators.

No wind powered electric generators, exterior television or radio receiving or transmission antennae or satellite signal receiving station or dish shall be placed or maintained upon any portion of a lot without prior written approval of the Architectural Committee.

Section 11.09. Fences.

No fence of any kind shall be constructed on any lot without the express written permission of the Architectural Committee which shall favor fences consisting of plantings, trees and shrubs which do not obstruct views.

Section 11.10. Firewood Storage.

No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a non-street sideyard and screened from street view by plantings or a fence approved by the Architectural Committee.

Section 11.11. Commercial Vehicles.

No Commercial vehicles may be stored or parked overnight on any portion of the properties, except in an enclosed garage.

Section 11.12. Recreational and Other Vehicle Storage.

Storage of boats, trailers, travel trailers, mobile homes, campers, snow mobiles, motorcycles, mini-bikes and other recreational vehicles is prohibited in the front or rear yard of any Residential Unit or on any vacant lot or on any property, outlot or common area owned by the Association. Such equipment and/or vehicles may be stored in the side yard parallel to a non-street lot line between the front and the rear yard of the improvement constructed upon said lot. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed twelve (12) hours. No automobiles, trucks or other vehicles shall be parked on lawns at any time.

Section 11.13. Easements.

No structure, planting, or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

Section 11.14. No Interference with Utility Easements.

No structure, trees, shrubs or planting or other materials shall be placed or permitted to remain within any easement or record which may damage or interfere with the installation and maintenance of utilities.

Section 11.15. Utility Easement Grade Changes.

The elevation of any utility easement shall not be changed in excess of six (6) inches without the approval of the Wisconsin Power and Light Company. Any lot owner shall be responsible for any damage to underground utilities caused by any changes in grade in excess of six (6) inches.

Section 11.16. Solar Access.

A reasonable effort shall be made to insure that no landscaping or vegetation of any type is planted, altered, maintained, or cultivated in such a manner as to intrude or encroach into and/or onto or otherwise interfere with that particular roof space designed and/or required in order that the collection surface of a solar collection device receive or be exposed to direct sunlight for that period of time commencing at 9:00 A.M. True Solar Time and continuing through 3:00 P.M. True Solar Time on each day of the year.

Section 11.17. Sight Distance at Intersection.

No hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty (20) feet from the intersection of the street lines; or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within the restricted areas specified in this section unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 11.18. Solar Orientation for Structures is Encouraged.

Consideration shall be given to orienting and designing residential structures, and their windows, roofs and the pitch of said roofs to take maximum advantage of present and potential access to sunlight for the utilization of active and passive solar energy collectors. However, no active solar collector or apparatus may be installed on any lot unless such installation is first approved in writing by the Architectural Committee which shall consider the aesthetic and reflection effects on the neighborhood. Solar collectors or apparatus installed flat or parallel to the plane of the roof shall be preferred.

Section 11.19(a). Building Setback.

Unless specifically approved by the Architectural Committee, no building shall be located on any lot nearer than 30 feet to the front lot line, nor nearer than 20 feet to any side street line. No dwelling shall be located on any lot more than 45 feet from the front lot line except on Lots 117, 244 and 245, Rudi Addition to Westhaven Trails, in the City of Madison, Dane County, Wisconsin.

Section 11.19(b). Side Yards. No building shall be located nearer than 6 feet to an interior lot line, except that no side yard of more than 3 feet shall be required for a garage or other permitted accessory building located 50 feet or more from the minimum building setback line. For the purposes of the covenant at [Sections 11.19\(a\)](#) and [11.19\(b\)](#) eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot unless said lots have and continue to have the same owner as provided in [Section 11.22](#).

Section 11.19(c).

Unless specifically approved by the Architectural Committee, no detached single family residential unit shall exceed two and one-half stories in height and all single family units shall have a private garage attached to said unit for not less than one (1) automobile.

Section 11.20. Construction Debris.

All construction debris, stumps, trees, etc., must be periodically removed from each lot by the builder and/or owner and such debris shall not be dumped or buried in any area within Westhaven Trails unless approved in writing by the Architectural Committee. Following construction and until the house is sold and/or occupied, the builder and/or owner shall keep the yard clean and landscaped and the lawn mowed and maintained.

Section 11.21. Construction Completion.

Construction of all structures shall be completed within nine (9) months after issuance of a building permit by the City of Madison, Wisconsin. The minimum landscaping therefore, consisting of seeding or sodding, shall be completed within one (1) year after issuance of said building permit.

Section 11.22. Construction on Adjoining Lots.

Nothing contained herein shall be construed to prohibit the construction of a dwelling or private garage partially on one lot and partially on an adjoining lot without regard to side yards between adjoining lots, provided that all such lots are owned by the same person or persons and provided that any subsequent division of such lots shall provide for the areas, side yards and set backs set forth in these restrictions.

Section 11.23. Driveways.

All driveways shall be of concrete or asphalt and shall be installed within one (1) year after issuance of a certificate of occupancy by the City of Madison, Wisconsin.

Section 11.24. McKee Road (Hwy. PD) Driveway Access.

Driveways for Lots 121 through 129, Rudi Addition to Westhaven Trails in the City of Madison, Dane County, Wisconsin which take access from McKee Road (Dane County Trunk PD) shall be designed to permit vehicles to turn around upon each said lot to enable a vehicle to avoid backing out upon said road. In addition, driveway access to said road from said lots is restricted to the locations shown upon the face of the plat.

Section 11.25. Drainage Swales.

No owner of any lot shall grade or obstruct any drainage swale which is in existence at the time of development so as to impede the flow of drainage water from other lots across such swale nor shall any owner cause or permit same.

Section 11.26. Temporary Buildings.

Except with the specific written permission of the Architectural Committee, no temporary house, accessory building, temporary or permanent storage building, shack, mobile home, tent, barn or other outbuilding shall be erected or placed upon any lots to be used for residential purposes. All garages, outbuildings or storage buildings shall be attached to the permanent residential structure unless otherwise permitted by the Architectural Committee.

Section 11.27. Previously Erected Buildings.

No building previously erected elsewhere shall be moved upon any lot in said plat, excepting new prefabricated construction which has been approved by the Architectural Committee.

Section 11.28. Schools - Busing.

If enrollments warrant, elementary school children may be transported to any elementary school within the Orchard Ridge Middle School attendance area.