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**KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS**

**DOCUMENT #  
5365885**

**10/19/2017 3:08 PM  
Trans. Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 22**

**DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR  
PLAT OF FAHEY FIELDS,  
CITY OF FITCHBURG, WISCONSIN**

The undersigned, Fahey Land LLC, a Wisconsin limited liability company (the "Developer"), owner of the following described Plat, in order to impose a common plan of restrictions and covenants with respect to said Plat for the mutual benefit of the present and future owners of Lots in said Plat ("the Lots"), hereby declares and provides that all Lots in said Plat be and the same hereby are subject to the following restrictions, covenants, and conditions ("the Declaration"):

Return to and Drafted by:  
Attorney Vernon J. Jesse  
Murphy Desmond S.C.  
P.O. Box 2038  
Madison, WI 53701-2038

Tax Parcel No. See attached Exhibit B.

**ARTICLE I  
DESCRIPTION**

**1.00 Description of Plat.** The real estate subject to this Declaration is located in the County of Dane, State of Wisconsin, and described as:

Lots One (1) through One Hundred Eight (108), Fahey Fields, City of Fitchburg, Dane County, Wisconsin. The Plat of Fahey Fields was recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on August 15, 2017, as Document Number 5349708, a copy of said plat is attached hereto as Exhibit A.

**ARTICLE II  
ZONING**

**2.00 Use of Lots.** Lots 2-14, 17-31, and 33-106 shall be used exclusively for single family detached buildings for residential purposes only ("the Residential Lots"). No trade, business, or commercial activity shall be conducted thereon. Lots 1, 15, 16, 32, 107 and 108 are multi-family lots and may be used for multi-family purposes only ("the Multi-Family Lots").

**ARTICLE III**  
**GENERAL BUILDING STANDARDS**

**3.00 Front and Side Yard Requirements.** All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and set-back requirements imposed by local ordinance. Lot owners ("Lot Owners") are directed to the provisions of the City of Fitchburg zoning ordinances for the exact front and side-yard requirements for a particular Lot. The Plat may contain single family Lots of different zoning classifications and the front and side-yard requirements may vary from Lot to Lot within the Plat.

**3.01 Floor Area Minimums.** The following minimum floor area requirements shall apply to all single family detached buildings constructed on the Residential Lots:

- (a) No single story building shall have less than 1600 square feet;
- (b) No two story building shall have less than 1800 square feet on the main level and upper level;
- (c) No raised ranch, bi-level, or tri-level building shall have less than 1400 square feet on the main and upper levels.

The above minimum requirements may be waived by the Developer or the Architectural Control Committee, whichever is then applicable, in the event the proposed materials or architectural quality of the building is such that it equals or exceeds the appearance and quality of other buildings in the subdivision. Such determination shall be made at the sole discretion of the Developer or the Architectural Control Committee. Size requirements may also be modified at the sole discretion of the Developer or the Architectural Control Committee in the event that a particular Lot does not have adequate size, or if the configuration is such that the established minimum floor areas are not appropriate.

For the purpose of determining floor area, open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total floor area. Stair openings, closets, and bathrooms shall be included in determining floor area. The main level is defined as the lowest level that is totally above the finished grade of the Lot.

**3.02 Earth Shelters.** No "earth shelter" building or "berm" building shall be constructed, erected, or placed on any Lot within the Plat.

**3.03 Building Materials.** The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Plat.

All chimneys and flues shall be fully enclosed.

No plywood or Texture III type siding shall be allowed.

All roofing shall be of laminated architectural grade textured fiberglass, dimensional shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.

The roof pitch must be no less than six (6) inches in every twelve inches.

All fascia shall have a minimum height of eight (8) inches.

No part of any concrete wall shall be visible from the front, side or rear of any structure at a height greater than eight (8) inches above finished ground level.

It is the intent of the Developer to coordinate trim, siding, and roofing colors to provide the most aesthetic combination for a particular building as well as for the overall development of the Plat. Overall color schemes must be submitted with building plans for approval. Samples may be required by the Developer or the Architectural Control Committee.

**3.04 Building Elevations.** All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration, and overall design concept of the building.

**3.05 Building Location.** All buildings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Developer or Architectural Control Committee, as applicable, may check sight lines based on proposed building location to minimize the building's obstruction of views from neighboring Lots.

**3.06 Utilities.** All utilities serving any building or Lot shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. Lot Owners 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 Lot Owners shall be responsible for any damages caused to underground utilities based on any changes in grade.

**3.07 Fencing.** Fences and walls shall not be allowed, except for screening of service areas or pools, without the prior written consent of the Developer or Architectural Control Committee, as applicable. Black wrought iron fencing is the only type of fence that may be approved by the Architectural Control Committee or Developer. No fencing shall exceed four (4) feet in height.

3.08 Use of Outbuildings. No trailer, basement, tent, treehouse, shack, existing dwelling, detached garage, barn, or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

3.09 Landscaping. The following are the minimum landscaping requirements:

(a)

(1) All front yards, all street terraces abutting the Lot, and all side yards in front of the rear line of any building shall be sodded with lawn in all areas designated for lawn. The rear yard shall either be sodded or seeded in all areas designated for lawn.

(2) Each Lot Owner shall install foundation plantings in the front yard of the Lot Owner's Lot. These plantings shall be spaced at a minimum of one (1) every three (3) feet along the entire width of the building. In addition, each Lot Owner shall plant in the front yard one (1) conifer, a minimum of four (4) feet in height, chosen from any of the following varieties: Colorado Green or Blue Spruce, Black Hills Spruce, Austrian Pine or Douglas Fir, and one (1) shade tree. At planting, each such shade tree shall have a minimum diameter of two (2) inches and height of at least ten (10) feet.

(b) All required landscaping shall be completed within thirty (30) days of occupancy, weather permitting, or within thirty (30) days after weather permits.

(c) The maintenance of the plantings and yard areas is the responsibility of the Lot Owner. Any trees or shrubs which die shall be removed by the Lot Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.

(d) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(e) No Lot Owner shall grade or obstruct any swale or drainage way, whether or not in an easement, which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way.

The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage of the surrounding Lots. A copy of all plot plans shall be kept by Developer or the Architectural Control Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Architectural Control Committee, whichever is then applicable, or any adjacent neighbor within the Plat, a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed without the approval of the Developer or the Architectural Control Committee.

3.10 Construction Deadline. Each building erected shall have its entire construction and minimum landscaping completed, and an occupancy permit issued by the City of Fitchburg, within nine (9) months from the date of issuance of the building permit, except for delays in completion due to weather, strike, war, or act of God.

3.11 Driveways. All driveways from the garage for single family detached buildings to the public street shall be paved with concrete (cement) within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Lot Owner's ability to complete such construction.

3.12 Mailbox and Posts. Each Lot Owner shall, at their expense, purchase and install a mailbox and post prior to issuance of an occupancy permit for said Lot. The Developer reserves the right to approve any mailbox and require the replacement of any mailbox, at Lot Owner's expense, if objectionable to Developer. Lot Owners are encouraged to obtain the prior approval of Developer as to the mailbox selected by Lot Owner.

3.13 Garages. All single family detached buildings constructed on any Lot shall have an attached garage that contains no less than two (2) automobile garage stalls. Any garage containing four (4) stalls shall have a maximum of three (3) garage doors. Thrust garages are not allowed.

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

3.15 Window Treatments. Each window of a building on front elevations of a Lot (and street side elevations of a corner Lot) shall have either shutters or 1" X 4" window wrap.

3.16 Minimum Foundation Opening Elevations. Certain of the lots shall be subject to minimum foundation opening elevations as follows:

<b>LOT #</b>	<b>MOE</b>
2	989.5
3	988.8
4	988.1
5	987.1
6	986.1
7	985.2
8	984.2
64	978.0
65	978.0
66	978.0
67	978.0
68	678.0
69	978.0
92	973.5
93	974.4
94	976.0

**ARTICLE IV**  
**USE RESTRICTIONS**

4.00 Storage. Outdoor storage of boats or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot Owners and their

families is prohibited unless they are kept in garages. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. NO exterior antennas (except as set forth in Section 4.01), or windmills shall be erected on any building or Lot without the prior written approval of the Developer or Architectural Control Committee, as applicable. No firewood or wood pile shall be kept outside a building unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer or Architectural Control Committee. Nothing set forth in this Section 4.00 shall prohibit temporary parking of moving vehicles for the purpose of loading or unloading for period not to exceed eight (8) hours. No vehicles or other equipment may be parked on any yard at any time.

4.01 Antennas, Solar Panels, etc. No visible exterior antennas or windmills in excess of twenty (20) inches in diameter shall be permitted on any building or Lot. Satellite dishes of twenty (20) inches or less shall be permitted only on the back of a building in the most unobtrusive location. Solar panels shall also not be permitted unless the Developer or Architectural Control Committee determines in writing that installation of solar panels for a particular building will not be incompatible with the improvements on any other Lot and will not adversely affect the appearance of the Plat. In connection with the submission and approval of plans, specifications and site plans under Paragraph 5.00 hereof, the Developer or Architectural Control Committee may impose such requirements and conditions relative to landscaping, building heights and other matters, as may be reasonably necessary to protect solar access for adjoining Lots.

4.02 Lot Appearance. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Lot Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard.

4.03 Pets & Animals. A maximum of three domestic animals (dogs & cats only) may be housed in a building, except for Pitbulls which are not allowed. No commercial boarding shall be allowed. Kennels shall be inside a building unless otherwise approved by the Developer or Architectural Control Committee, as applicable. No Lot Owner may keep a dog whose barking creates a nuisance to neighbors, nor any animal which displays vicious propensities.

4.04 Clothes Lines. Permanent clothes lines are not allowed.

4.05 Recreational Facilities. Permanent rear yard recreation facilities, such as basketball and volleyball courts, are not allowed.

4.06 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers and removed from the Plat. In completed buildings trash containers must be kept inside of garages and shall be placed upon the curb for pickup in a suitable container. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot in the Plat.

**ARTICLE V**  
**ARCHITECTURAL CONTROL COMMITTEE**

5.00 Approval of Buildings and Improvements. For all buildings and improvements to be erected or placed on any Lot subject to this Declaration, two (2) sets of the completed architectural review sheet (on a form provided by the Architectural Control Committee), plans, specifications, landscaping plans and site plans for all such buildings and improvements must be submitted to the Developer, or the Developer's duly authorized agent, or the Developer's successors and assigns, for written approval as to the quality of workmanship and materials, and harmony of exterior design including exterior colors, size, location with respect to adjacent structures, topography, finished grade elevation, and identity of the general contractor, prior to commencement of any construction on any Lot. The correct legal name, address, telephone and name of contact person for the general contractor shall be provided with each such submission. The Architectural Control Committee shall have the right to require brick, stone, shutters, corner boards and any other items which it deems desirable for a particular submission. All such plans and related documents shall be sent to Developer, c/o Tony Heinrichs, 702 N. High Point Road, Ste. 100, Madison, Wisconsin 53717, or a place designated by the Architectural Control Committee.

5.01 Architectural Control Committee. After the Developer ceases to have title to all Lots subject to this Declaration, the plans, specifications, and site plans, and all other matters to be submitted under these covenants, conditions, and restrictions, shall be submitted to a committee of three (3) persons, elected by a majority of said Lot Owners as to all of the items enumerated in the preceding paragraph. (Land contract purchasers shall be deemed to be titleholder and land contract vendors shall not be deemed to be title holder). The election of the Architectural Control Committee shall be held annually on the second Monday in January of each year at a site selected by the Architectural Control Committee. Vacancies created between elections shall be filled by the remainder of the Architectural Control Committee. In the event of the failure of a majority of persons holding title to any Lot or Lots subject to this Declaration to elect an Architectural Control Committee in any year, the most recently elected members shall continue to service until successors are duly elected. Each Lot Owner, by acceptance of a deed to their Lot, shall and hereby does release the Architectural Control Committee 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 Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems



appropriate. The Architectural Control Committee 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, grading or landscaping plan or other matter including any loss arising out of the negligence of the Architectural Control Committee.

5.02 Approvals. In the event the Developer or the Architectural Control Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site plans, alteration, or any other matters which must be submitted to the Developer or Architectural Control Committee, within thirty (30) working days after the same have been submitted to the approving authority in writing, then such approval shall be deemed to have been obtained.

5.03 Enforcement. The Developer, the Architectural Control Committee and any Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions and covenants set forth in this Declaration. The enforcement rights of individual Lot Owners shall be subject to the rights of the Developer and the Architectural Control Committee to cancel, release, amend and/or grant variances with regard to these restrictions and covenants as set forth herein. Enforcement may be by an action to restrain any violation and/or to recover damages. Any party successfully enforcing these restrictions and covenants shall be entitled to reasonable and actual attorney's fees and costs incurred to enforce the same. The Developer and Architectural Control Committee shall have the authority to provide a variance from the restrictions and covenants set forth herein. Granting of a variance as to any restriction or covenant shall not operate as a waiver of the right to enforce these restrictions and covenants as to any other party. A failure to enforce any restriction or covenant set forth herein shall not operate as a waiver of the right to do so at any time in the future. Each Lot Owner, by acceptance of a deed to their Lot, shall and hereby does release the Architectural Control Committee 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 Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems appropriate.

5.04 Restrictions Run with Land. These restrictions and covenants run with the land and shall be binding upon all persons having an interest in the Plat for a period of twenty-five (25) years after the date of recording of this Declaration. Said restrictions and covenants shall then be automatically renewed for an additional fifteen (15) year period, unless the Lot Owners of at least 75% of the Lots in the Plat, record a writing in the Office of the Register of Deeds for Dane County at least ninety (90) days prior to the date these restrictions would otherwise terminate, indicating their desire not to renew these restrictions.

5.05 Release and Amendment. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Developer (without the requirement of consent by any other party) at any time that

Developer continues to own any Lot(s) in the Plat. After the Developer has sold all of the Lots in the Plat or otherwise released or assigned its right to enforce these restrictions, then these restrictions or any part thereof may be released, cancelled, amended or waived upon the affirmative vote of the Lot Owners of ninety percent (90%) of the Lots in the Plat evidenced in writing by a document recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

5.06 Conformance to Laws. All buildings constructed on any Lot in the Plat shall conform to all governmental zoning and use requirements and all side-yard and set-back requirements imposed by local ordinance.

5.07 Invalidation. The invalidation of any one of these covenants or any severable part of any covenant 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.

5.08 Outlot 8. The Plat of Fahey Fields includes Outlot 8. Outlot 8 is reserved for future development and all owners in the Plat are hereby notified that the development of Outlot 8 may include development that is not single-family homes, including but not limited to multifamily residential development, commercial development, institutional development and any other use approved by the City of Fitchburg.

#### **ARTICLE VI** **TIME LIMITS FOR COMMENCING CONSTRUCTION**

6.01 Time Limits for Commencing Construction:

- (a) The Lot Owner(s) of any Lot in the Plat, other than the Developer, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. For purposes of this Article VI, "commence construction" shall mean complete installation of the foundation for the building to be constructed on the Lot.
- (b) The Developer shall have the right, but shall not be obligated, to extend in writing the deadline set forth in paragraph (a) above but any one extension shall not obligate the Developer to issue further or other extensions.
- (c) If the Lot Owner(s) of any Lot in the Plat fails to meet the deadline as set forth in paragraph (a) above, then, upon thirty (30) days notice to the Lot Owner(s) of said Lot, the Developer shall have the right, but shall not be obligated, to enforce any or all of the following remedies:

- (1) Repurchase of the Lot free and clear of all encumbrances except municipal and zoning ordinances, easements, and covenants and restrictions of record. The purchase price paid for the Lot by the Developer shall be the original price paid by the Lot Owner(s) for the Lot, less the sum of credits to the Lot Owner(s) at the original closing and further less Developer's costs to repurchase the Lot, including but not limited to, title insurance, recording fees, document preparation, and other settlement costs. The Lot Owner(s) shall pay all transfer fees and other usual and customary seller's costs. The real estate taxes and installments on special assessments for the year in which such conveyance occurs shall be pro-rated as of the date of such conveyance.
- (2) Specific performance.
- (3) Liquidated damages, resulting to the Developer for loss of opportunity to sell Lots contained in the Plat or to develop and sell Lots in additions to the Plat, in the amount of One Hundred and 00/100 Dollars (\$100.00) per day.
- (4) Attorneys fees incurred by Developer for enforcing any of the foregoing remedies.

**ARTICLE VII**  
**RIGHT OF FIRST REFUSAL**

**7.01 Right of First Refusal.**

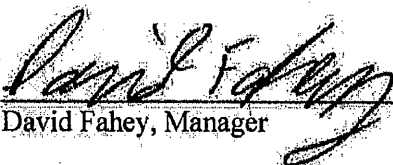
- (a) **Grant of Right of First Refusal.** In the event the Lot Owner of any Lot for which a building permit has not been issued and the Lot Owner has not commenced construction (i.e., completed installation of the foundation for the building to be constructed), shall receive a bona fide offer to purchase the Lot from an unrelated third party (which may include the exercise of any option to purchase, agreement to purchase or exchange the Lot or any similar agreement), and the offer to purchase shall be satisfactory to said Lot Owner, said Lot Owner shall give Developer the right of purchasing the Lot at the price and on the same terms and conditions of said offer to purchase. This right shall be given by a notice sent by said Lot Owner to Developer at the address required by the terms of Section 5.00 hereof, together with a copy of the offer to purchase, requiring Developer to accept the offer in writing and to sign, within ten (10) days after the mailing of said notice, a contract to purchase the Lot on the same terms and conditions of said offer to purchase. If Developer elects to purchase the Lot, said Lot Owner shall convey the Lot to Developer for the price and on the terms and conditions contained in said offer

to purchase. Notwithstanding the foregoing, this provision shall not apply to a bona fide offer to purchase the Lot by an individual third party purchaser who intends to occupy the Lot as their primary residence.

- (b) Failure of Developer to Sign Contract Within Ten (10) Day Period. The failure of Developer to respond to said Lot Owner's notice of the bona fide offer or to sign a contract within the ten (10) day period provided above shall be conclusively deemed an election by Developer not to purchase the Lot, in which case said Lot Owner shall be at liberty to sell and convey the Lot on the same terms and conditions as contained in said bona fide offer to purchase. Any subsequent sale shall be subject to this right of first refusal. If said Lot Owner does not consummate the transaction with a third party, Developer's right of first refusal hereunder shall be reinstated and apply to any subsequent offer to purchase the Lot.
- (c) Interests in Lot Owner Entity. This right of first refusal shall also apply, on the same terms as set forth herein, to the sale by person of their controlling ownership interest(s) (shares of stock, membership interests or otherwise) in any entity owning a Lot.
- (d) Expiration. Notwithstanding any provision herein to the contrary, as to any particular Lot, the right of first refusal set forth herein shall expire two (2) years from the date of sale of said Lot by the Developer.

IN WITNESS WHEREOF the undersigned "Developer" has set its hand and seal this 13 day of October, 2017.

**FAHEY LAND LLC**  
**Developer**

By:   
David Fahey, Manager

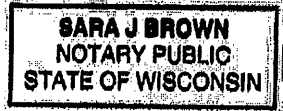
STATE OF WISCONSIN    )  
  ) ss.  
COUNTY OF DANE        )

Personally came before me, this 13 day of October, 2017, the above named David Fahey, Manager of the above named limited liability company, to me known to be such

person who executed the foregoing instrument and acknowledge that he executed the same, by his authority for the purposes therein contained.



Notary Public, State of Wisconsin  
My Commission: 3/19/19



This document drafted by:  
Attorney Vernon J. Jesse, MURPHY DESMOND S.C., P.O. Box 2038,  
Madison, WI 53701-2038 (608) 257-7181  
4823-5122-1838, v. 1



**AMENDMENT TO COVENANTS  
AND RESTRICTIONS**

In Re: Lots One (1) through One Hundred Eight (108),  
Fahey Fields, City of Fitchburg, Dane County,  
Wisconsin.

(collectively "the Subdivision").

**WHEREAS**, the Subdivision is currently subject to Declaration of Covenants and Restrictions recorded on October 19, 2017, as Document Number 5365885 ("the Covenants and Restrictions"); and

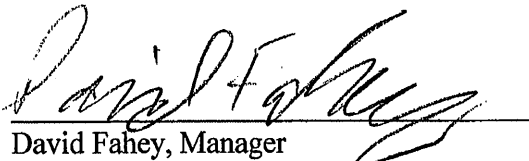
**WHEREAS**, the Covenants and Restrictions provide that the Covenants and Restrictions may be amended as provided therein; and

**WHEREAS**, the undersigned does hereby approve and enact the following amendment to the Covenants and Restrictions:

1. The last sentence of Section 3.13. of the Covenants and Restrictions ("Garages") which states "Thrust garages are not allowed" is hereby deleted from the Covenants and Restrictions.
2. In the event of any conflict between the terms of the Covenants and Restrictions and the terms of this Amendment, the terms of this Amendment shall control.
3. Except to the extent revised herein, all of the terms and conditions of the Covenants and Restrictions shall remain applicable to all of the parcels within the Subdivision, as if fully set forth herein.

Dated this 7 day of December, 2017.

**FAHEY LAND LLC**  
**Developer**

By:   
David Fahey, Manager

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
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12/13/2017 03:46 PM  
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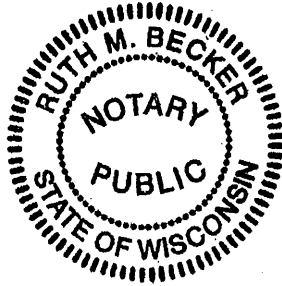
Return to and Drafted By:  
Attorney Vernon J. Jesse  
Murphy Desmond S.C.  
P.O. Box 2038  
Madison, WI 53701-2038

Tax Parcel No. See Attached Exhibit A.

STATE OF WISCONSIN )  
 ) ss.:  
COUNTY OF DANE )

Personally came before me, this 7 day of December, 2017, the above named David Fahey, Manager of the above-named limited liability company, to me known to be such person(s) and officer(s) who executed the foregoing instrument and acknowledge that they executed the same as such officer(s), by its authority, for the purposes therein contained.

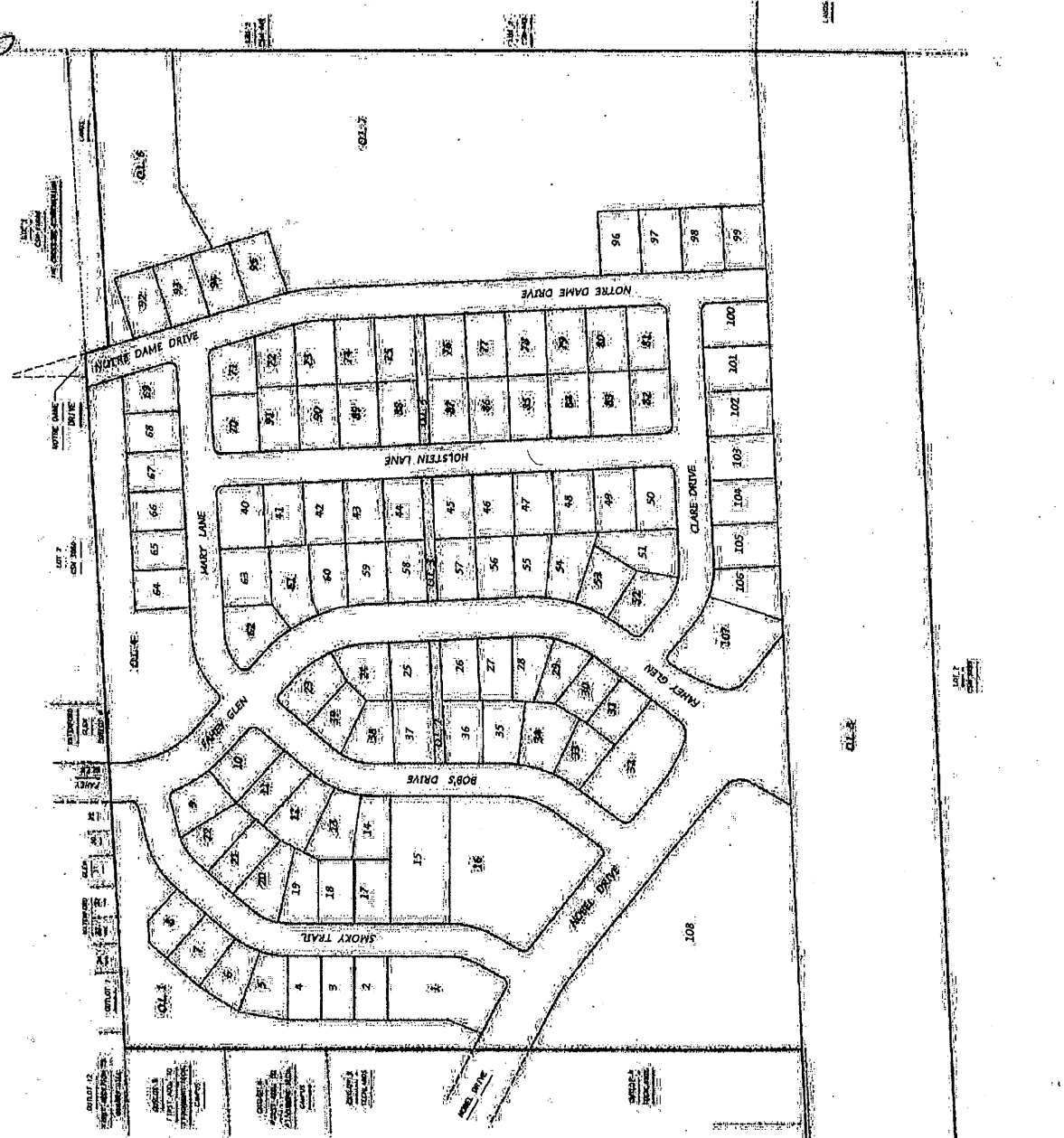
Ruth M Becker  
\_\_\_\_\_  
Ruth M. Becker  
Notary Public, State of Wisconsin  
My Commission: Exp. 7/28/2019



Doc # 5349702

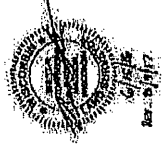
# FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9896 AND LANDS LOCATED IN THE SW 1/4 AND THE SE 1/4 OF THE NW 1/4 AND IN THE NW 1/4 AND THE NW 1/4 OF SECTION 15, T6N, R9E, CITY OF FORT BARRING, DADE COUNTY, WISCONSIN



1" = 100'  
 THE CURVE OF THE ROAD IS  
 CONFORMANT WITH THE  
 COUNTY OF DADE, FLORIDA

- NOTICE**
1. The applicant has provided the following information for the proposed subdivision:
    - a. A plat of the subdivision showing the location of the proposed subdivision.
    - b. A plat of the subdivision showing the location of the proposed subdivision.
    - c. A plat of the subdivision showing the location of the proposed subdivision.
    - d. A plat of the subdivision showing the location of the proposed subdivision.
  2. The proposed subdivision is located in the City of Fort Barring, Dade County, Florida.
  3. All lots within this subdivision are subject to the following conditions:
    - a. The subdivision shall be subject to the provisions of the Florida Statutes, Chapter 170, which shall apply to the subdivision.
    - b. The subdivision shall be subject to the provisions of the Florida Statutes, Chapter 170, which shall apply to the subdivision.
    - c. The subdivision shall be subject to the provisions of the Florida Statutes, Chapter 170, which shall apply to the subdivision.
  4. The subdivision shall be subject to the provisions of the Florida Statutes, Chapter 170, which shall apply to the subdivision.
  5. The subdivision shall be subject to the provisions of the Florida Statutes, Chapter 170, which shall apply to the subdivision.
  6. The subdivision shall be subject to the provisions of the Florida Statutes, Chapter 170, which shall apply to the subdivision.



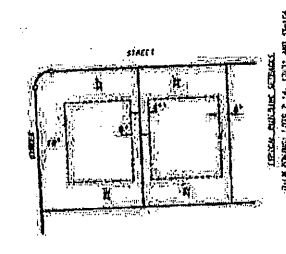
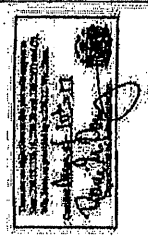
STATE OF FLORIDA  
 SURVEYOR  
 J. B. FAHEY  
 No. 10000  
 2000  
 2000  
 2000

EXHIBIT A

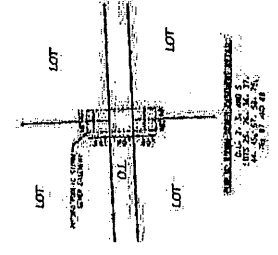


# FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9586 AND LOTS LOCATED IN THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 AND IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 15, T34N, R9E, CITY OF FITCHBURG, JOANE COUNTY, WISCONSIN



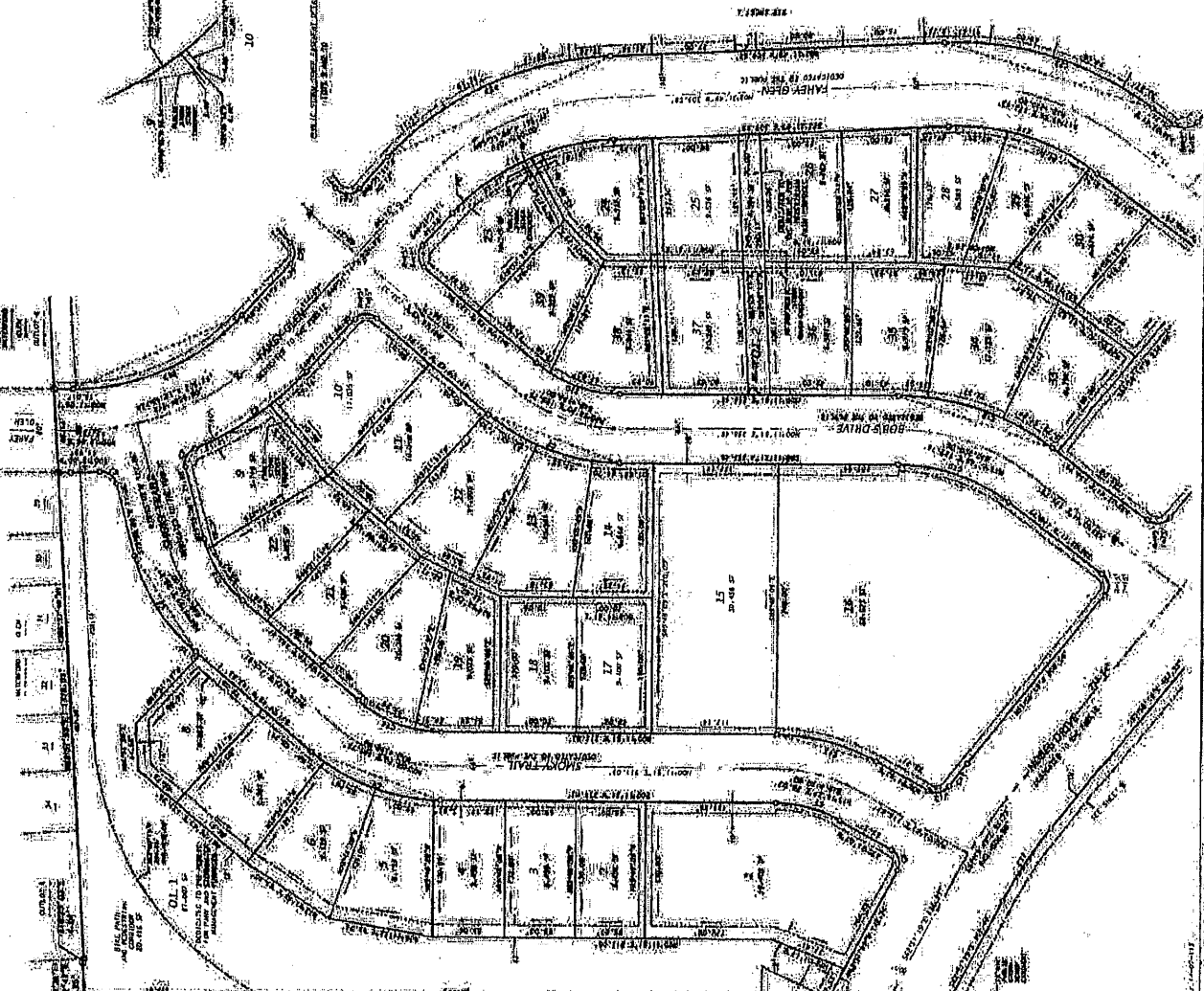
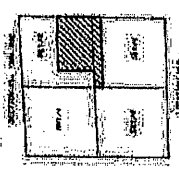
SEAL AND SIGNATURE OF SURVEYOR  
DATE: 8/1/17



1. Dimensions of 12 feet on the corner of Lots 15, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



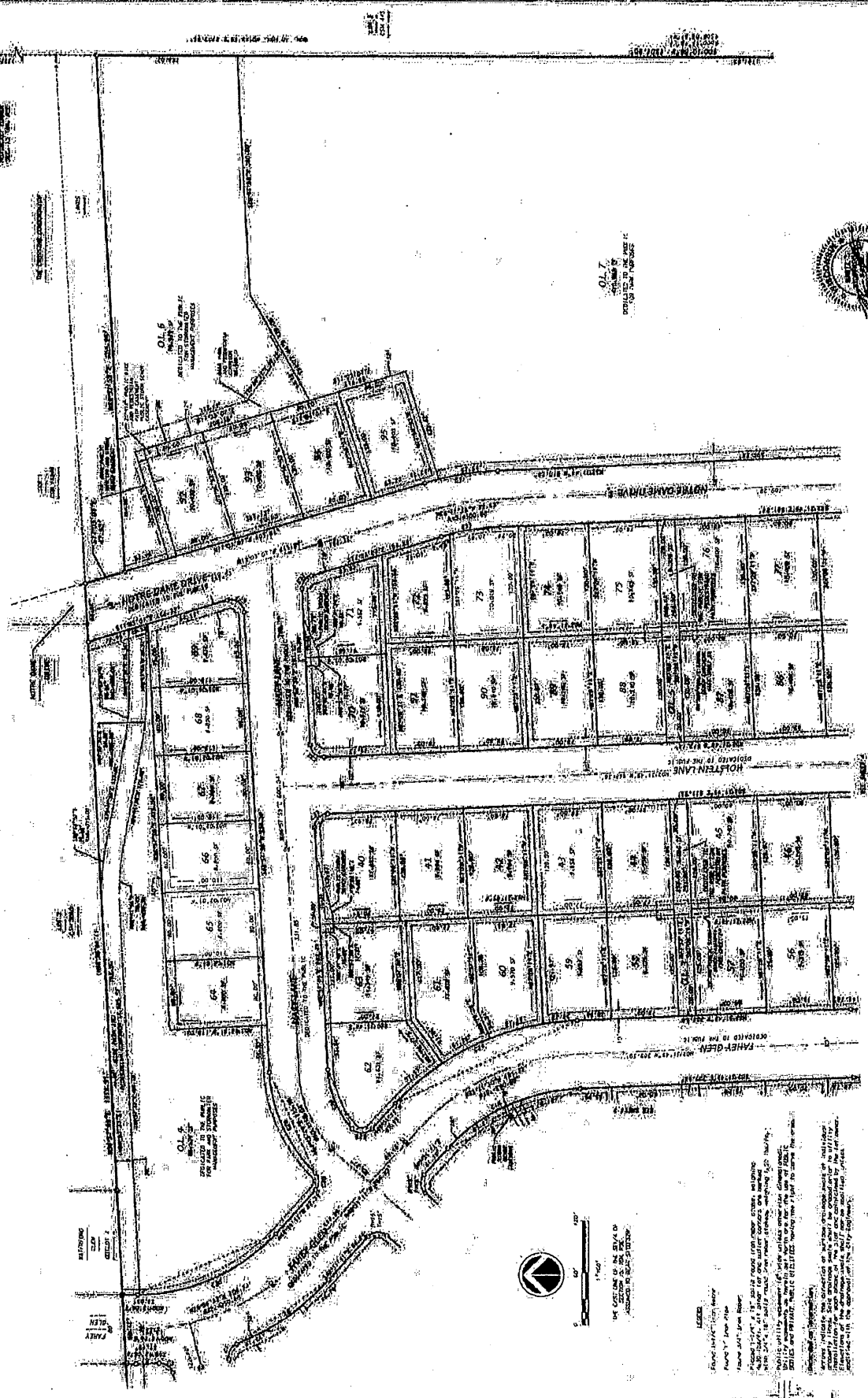
NOT TO SCALE UNLESS INDICATED OTHERWISE  
AS SHOWN ON THIS PLAN



WISCONSIN REGISTERED LAND SURVEYORS  
129 Wisconsin Way, Fitchburg, WI 53511  
FITCHBURG, WI 53511  
LAND SURVEYING  
P.L.L.C.

# FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9876 AND LANDS LOCATED IN THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 AND IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 15, T6N R5E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



OL 7  
PREPARED BY  
DATE: 10/15/10



THE SCALE OF THIS MAP IS AS SHOWN ON THE GRAPHIC SCALE BAR.

- LEGEND**
- 1. Easement
  - 2. Utility Line
  - 3. Easement
  - 4. Easement
  - 5. Easement
  - 6. Easement
  - 7. Easement
  - 8. Easement
  - 9. Easement
  - 10. Easement
  - 11. Easement
  - 12. Easement
  - 13. Easement
  - 14. Easement
  - 15. Easement
  - 16. Easement
  - 17. Easement
  - 18. Easement
  - 19. Easement
  - 20. Easement

THIS MAP WAS PREPARED BY THE ENGINEER AND SURVEYOR ON BEHALF OF THE CITY OF FITCHBURG, WISCONSIN, FOR THE PURPOSE OF SUBDIVIDING THE LANDS SHOWN HEREON INTO LOTS AND BLOCKS FOR THE CITY OF FITCHBURG, WISCONSIN. THE CITY OF FITCHBURG, WISCONSIN, IS THE OWNER OF THE LANDS SHOWN HEREON.

THE CITY OF FITCHBURG, WISCONSIN, HAS REVIEWED THIS MAP AND HAS APPROVED IT FOR THE PURPOSES STATED ABOVE.

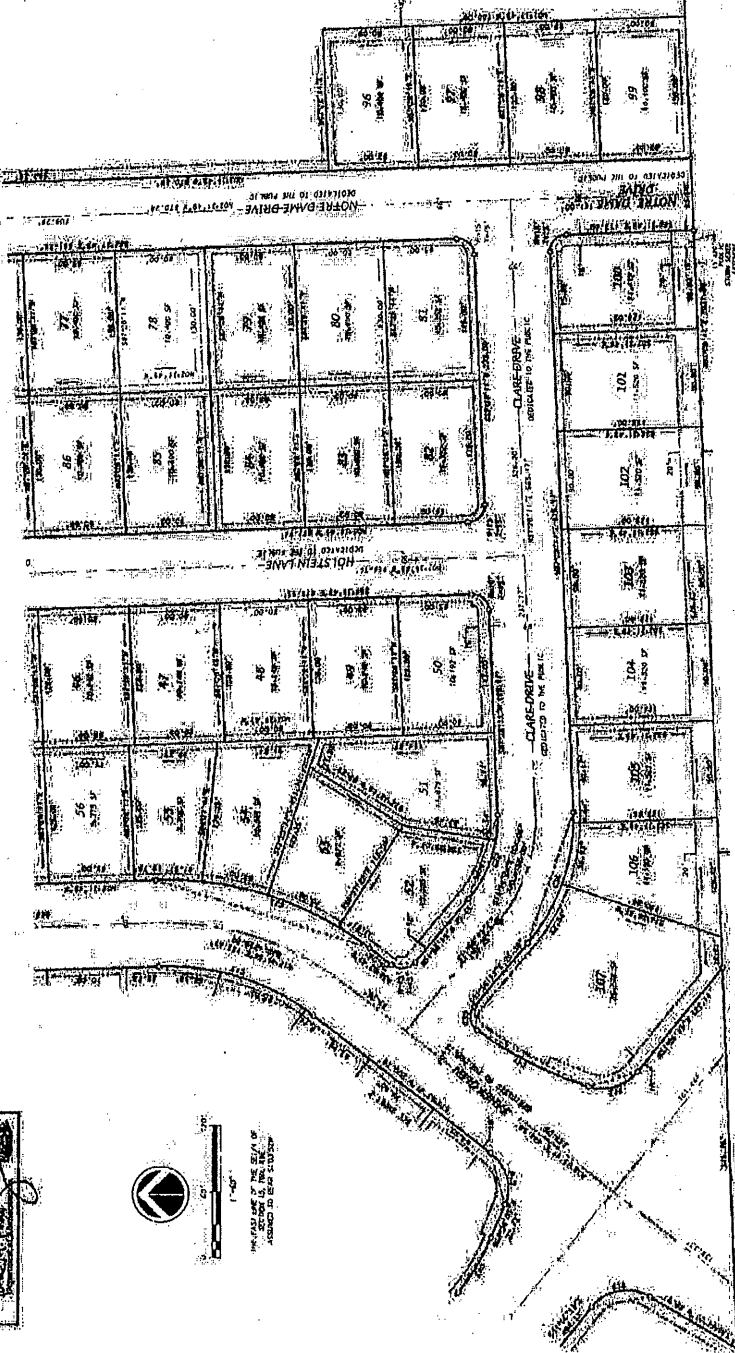
THE CITY OF FITCHBURG, WISCONSIN, HAS REVIEWED THIS MAP AND HAS APPROVED IT FOR THE PURPOSES STATED ABOVE.



**PROFESSIONAL ENGINEER**  
**ROBERT B. BURT**  
 License No. 10101  
 State of Wisconsin  
 10101  
 10101  
 10101

# FAHEY FIELDS

PART OF LOT 2, CERTIFIED SURVEY MAP NO. 9896 AND LANDS LOCATED IN THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 AND IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 15, T6N, R2E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



- 1. Found 1" Iron Pipe
- 2. Found 2" Iron Pipe
- 3. Found 3" Iron Pipe
- 4. Found 4" Iron Pipe
- 5. Found 6" Iron Pipe
- 6. Found 8" Iron Pipe
- 7. Found 10" Iron Pipe
- 8. Found 12" Iron Pipe
- 9. Found 14" Iron Pipe
- 10. Found 16" Iron Pipe
- 11. Found 18" Iron Pipe
- 12. Found 20" Iron Pipe
- 13. Found 22" Iron Pipe
- 14. Found 24" Iron Pipe
- 15. Found 26" Iron Pipe
- 16. Found 28" Iron Pipe
- 17. Found 30" Iron Pipe
- 18. Found 32" Iron Pipe
- 19. Found 34" Iron Pipe
- 20. Found 36" Iron Pipe
- 21. Found 38" Iron Pipe
- 22. Found 40" Iron Pipe
- 23. Found 42" Iron Pipe
- 24. Found 44" Iron Pipe
- 25. Found 46" Iron Pipe
- 26. Found 48" Iron Pipe
- 27. Found 50" Iron Pipe
- 28. Found 52" Iron Pipe
- 29. Found 54" Iron Pipe
- 30. Found 56" Iron Pipe
- 31. Found 58" Iron Pipe
- 32. Found 60" Iron Pipe
- 33. Found 62" Iron Pipe
- 34. Found 64" Iron Pipe
- 35. Found 66" Iron Pipe
- 36. Found 68" Iron Pipe
- 37. Found 70" Iron Pipe
- 38. Found 72" Iron Pipe
- 39. Found 74" Iron Pipe
- 40. Found 76" Iron Pipe
- 41. Found 78" Iron Pipe
- 42. Found 80" Iron Pipe
- 43. Found 82" Iron Pipe
- 44. Found 84" Iron Pipe
- 45. Found 86" Iron Pipe
- 46. Found 88" Iron Pipe
- 47. Found 90" Iron Pipe
- 48. Found 92" Iron Pipe
- 49. Found 94" Iron Pipe
- 50. Found 96" Iron Pipe
- 51. Found 98" Iron Pipe
- 52. Found 100" Iron Pipe
- 53. Found 102" Iron Pipe
- 54. Found 104" Iron Pipe



OLD 7

OLD 8

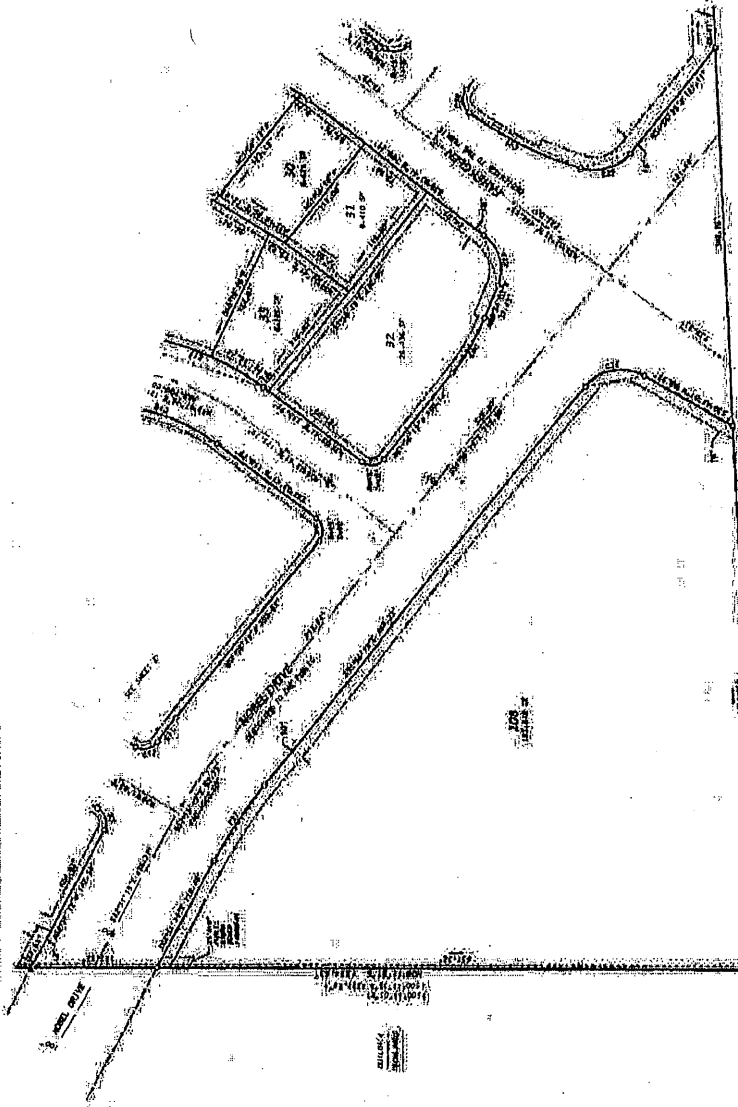


HE SHEET

SHEET 1 OF 2

# FAHEY FIELDS

PART OF LOT 7, CERTIFIED SURVEY MAP NO. 9896 AND LANDS LOCATED IN THE SW 1/4 AND THE SE 1/4 OF THE NE 1/4 AND IN THE NE 1/4 AND THE NW 1/4 OF THE SE 1/4 OF SECTION 15, T8N, R9E, CITY OF FITCHBURG, DANE COUNTY, WISCONSIN



THE EASTING OF THE SE 1/4 OF SECTION 15, T8N, R9E, AS SHOWN ON THIS PLAN.

**LEGEND**

Shaded 1'-1/2" from Water

Shaded 1" from Water

Shaded 1/2" from Water

As to Part 1, all corners to the center line are marked with 1/4" x 1/4" steel rods from Fitchburg, Wisconsin, 1996. All other corners are marked with 1/4" x 1/4" steel rods from Fitchburg, Wisconsin, 1996. All other corners are marked with 1/4" x 1/4" steel rods from Fitchburg, Wisconsin, 1996.



OL 6  
 Robert P.  
 Surveyor  
 Wisconsin

1812  
 10/1/96



PROFESSIONAL SURVEYOR  
 STATE OF WISCONSIN  
 No. 98147  
 Robert P. Olney  
 10/1/96



**EXHIBIT B**

**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, Fahey Fields, City of Fitchburg, Dane County, Wisconsin.

**Tax Parcel No.:**

225-0609-151-5101-2 (Lot 1)  
225-0609-151-5112-2 (Lot 2)  
225-0609-151-5123-2 (Lot 3)  
225-0609-151-5134-2 (Lot 4)  
225-0609-151-5145-2 (Lot 5)  
225-0609-151-5156-2 (Lot 6)  
225-0609-151-5167-2 (Lot 7)  
225-0609-151-5178-2 (Lot 8)  
225-0609-151-5189-2 (Lot 9)  
225-0609-151-5200-2 (Lot 10)  
225-0609-151-5211-2 (Lot 11)  
225-0609-151-5222-2 (Lot 12)  
225-0609-151-5233-2 (Lot 13)  
225-0609-151-5244-2 (Lot 14)  
225-0609-151-5255-2 (Lot 15)  
225-0609-151-5266-2 (Lot 16)  
225-0609-151-5277-2 (Lot 17)  
225-0609-151-5288-2 (Lot 18)  
225-0609-151-5299-2 (Lot 19)  
225-0609-151-5310-2 (Lot 20)  
225-0609-151-5321-2 (Lot 21)  
225-0609-151-5332-2 (Lot 22)  
225-0609-151-6003-2 (Lot 23)  
225-0609-151-6014-2 (Lot 24)  
225-0609-151-6025-2 (Lot 25)  
225-0609-151-6036-2 (Lot 26)  
225-0609-151-6047-2 (Lot 27)  
225-0609-151-6058-2 (Lot 28)  
225-0609-151-6069-2 (Lot 29)  
225-0609-151-6080-2 (Lot 30)  
225-0609-151-5351-2 (Lot 31)  
225-0609-151-5362-2 (Lot 32)

225-0609-151-5373-2 (Lot 33)  
225-0609-151-5384-2 (Lot 34)  
225-0609-151-5395-2 (Lot 35)  
225-0609-151-5406-2 (Lot 36)  
225-0609-151-5417-2 (Lot 37)  
225-0609-151-5428-2 (Lot 38)  
225-0609-151-5439-2 (Lot 39)  
225-0609-151-6100-2 (Lot 40)  
225-0609-151-6111-2 (Lot 41)  
225-0609-151-6122-2 (Lot 42)  
225-0609-151-6133-2 (Lot 43)  
225-0609-151-6144-2 (Lot 44)  
225-0609-151-6155-2 (Lot 45)  
225-0609-151-6166-2 (Lot 46)  
225-0609-151-6177-2 (Lot 47)  
225-0609-151-6188-2 (Lot 48)  
225-0609-151-6199-2 (Lot 49)  
225-0609-151-6210-2 (Lot 50)  
225-0609-151-6221-2 (Lot 51)  
225-0609-151-6232-2 (Lot 52)  
225-0609-151-6243-2 (Lot 53)  
225-0609-151-6254-2 (Lot 54)  
225-0609-151-6265-2 (Lot 55)  
225-0609-151-6276-2 (Lot 56)  
225-0609-151-6287-2 (Lot 57)  
225-0609-151-6298-2 (Lot 58)  
225-0609-151-6309-2 (Lot 59)  
225-0609-151-6320-2 (Lot 60)  
225-0609-151-6331-2 (Lot 61)  
225-0609-151-6342-2 (Lot 62)  
225-0609-151-6353-2 (Lot 63)  
225-0609-151-6364-2 (Lot 64)  
225-0609-151-6375-2 (Lot 65)  
225-0609-151-6386-2 (Lot 66)  
225-0609-151-6397-2 (Lot 67)  
225-0609-151-6408-2 (Lot 68)  
225-0609-151-6419-2 (Lot 69)  
225-0609-151-6430-2 (Lot 70)  
225-0609-151-6441-2 (Lot 71)  
225-0609-151-6452-2 (Lot 72)  
225-0609-151-6463-2 (Lot 73)  
225-0609-151-6474-2 (Lot 74)  
225-0609-151-6485-2 (Lot 75)  
225-0609-151-6496-2 (Lot 76)  
225-0609-151-6507-2 (Lot 77)

225-0609-151-6518-2 (Lot 78)  
225-0609-151-6529-2 (Lot 79)  
225-0609-151-6540-2 (Lot 80)  
225-0609-151-6551-2 (Lot 81)  
225-0609-151-6562-2 (Lot 82)  
225-0609-151-6573-2 (Lot 83)  
225-0609-151-6584-2 (Lot 84)  
225-0609-151-6595-2 (Lot 85)  
225-0609-151-6606-2 (Lot 86)  
225-0609-151-6617-2 (Lot 87)  
225-0609-151-6628-2 (Lot 88)  
225-0609-151-6639-2 (Lot 89)  
225-0609-151-6650-2 (Lot 90)  
225-0609-151-6661-2 (Lot 91)  
225-0609-151-6672-2 (Lot 92)  
225-0609-151-6683-2 (Lot 93)  
225-0609-151-6694-2 (Lot 94)  
225-0609-151-6705-2 (Lot 95)  
225-0609-151-6716-2 (Lot 96)  
225-0609-151-6727-2 (Lot 97)  
225-0609-151-6738-2 (Lot 98)  
225-0609-151-6749-2 (Lot 99)  
225-0609-151-6760-2 (Lot 100)  
225-0609-151-6771-2 (Lot 101)  
225-0609-151-6782-2 (Lot 102)  
225-0609-151-6793-2 (Lot 103)  
225-0609-151-6804-2 (Lot 104)  
225-0609-151-6815-2 (Lot 105)  
225-0609-151-6826-2 (Lot 106)  
225-0609-151-6837-2 (Lot 107)  
225-0609-151-5468-2 (Lot 108)



**SECOND AMENDMENT TO COVENANTS  
AND RESTRICTIONS**

In Re: Lots One (1) through One Hundred Eight (108),  
Fahey Fields, City of Fitchburg, Dane County,  
Wisconsin.

(collectively "the Subdivision").

**WHEREAS**, the Subdivision is currently subject to Declaration of Covenants and Restrictions recorded on October 19, 2017, as Document Number 5365885 ("the Covenants and Restrictions"); and

**WHEREAS**, the Covenants and Restrictions provide that the Covenants and Restrictions may be amended as provided therein; and

**WHEREAS**, the Covenants and Restrictions were amended by that certain Amendment to Covenants and Restrictions recorded on December 13, 2017, as Document Number 5377916; and

**WHEREAS**, the undersigned does hereby approve and enact the following amendment to the Covenants and Restrictions:

1. Each Lot Owner acknowledges that the United States Postal Service ("USPS") recently adopted requirements for the "mode of delivery" for mail service which includes using up to a four (4) mailbox cluster system instead of individual curbside mailboxes. The new USPS requirements will eventually phase out all individual curbside mailboxes, solely at the USPS's discretion. The up to four (4) mailbox cluster systems will be placed throughout the Plat as determined by the USPS. All maintenance, repair and replacement costs of the mailbox cluster system shall be the sole responsibility of the individual Lot Owners per their prorata share of each mailbox cluster system. However, if an individual mailbox becomes damaged or unusable, that individual Lot Owner shall bear all costs for repair and/or replacement. Each Lot Owner shall also bear all costs for repair and replacement resulting from the negligence or intentional acts of any such Lot Owner which damages any part of the mailbox cluster system.

2. The foregoing paragraph 1 is intended to apply to the single family residential Lots in the Plat and does not apply to the Lots in the Plat (1, 15, 16, 32, 107 and 108) that are zoned for multi-family uses.

3. In the event of any conflict between the terms of the Covenants and Restrictions and the terms of this Amendment, the terms of this Amendment shall control.



9 2 5 9 8 0 9  
Tx:0926587

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

DOCUMENT #  
5396953  
03/22/2018 12:31 PM  
Trans Fee:  
Exempt #:  
Rec. Fee: 30.00  
Pages: 5

Return to and Drafted By:  
Attorney Vernon J. Jesse  
Murphy Desmond S.C.  
P.O. Box 2038  
Madison, WI 53701-2038

Tax Parcel No. See Attached Exhibit A.



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, Fahey Fields, City of Fitchburg, Dane County, Wisconsin.

**Tax Parcel No.:**

225-0609-151-5101-2 (Lot 1)  
225-0609-151-5112-2 (Lot 2)  
225-0609-151-5123-2 (Lot 3)  
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225-0609-151-5167-2 (Lot 7)  
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225-0609-151-5233-2 (Lot 13)  
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225-0609-151-5266-2 (Lot 16)  
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- 225-0609-151-5373-2 (Lot 33)
- 225-0609-151-5384-2 (Lot 34)
- 225-0609-151-5395-2 (Lot 35)
- 225-0609-151-5406-2 (Lot 36)
- 225-0609-151-5417-2 (Lot 37)
- 225-0609-151-5428-2 (Lot 38)
- 225-0609-151-5439-2 (Lot 39)
- 225-0609-151-6100-2 (Lot 40)
- 225-0609-151-6111-2 (Lot 41)
- 225-0609-151-6122-2 (Lot 42)
- 225-0609-151-6133-2 (Lot 43)
- 225-0609-151-6144-2 (Lot 44)
- 225-0609-151-6155-2 (Lot 45)
- 225-0609-151-6166-2 (Lot 46)
- 225-0609-151-6177-2 (Lot 47)
- 225-0609-151-6188-2 (Lot 48)
- 225-0609-151-6199-2 (Lot 49)
- 225-0609-151-6210-2 (Lot 50)
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- 225-0609-151-6265-2 (Lot 55)
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- 225-0609-151-6342-2 (Lot 62)
- 225-0609-151-6353-2 (Lot 63)
- 225-0609-151-6364-2 (Lot 64)
- 225-0609-151-6375-2 (Lot 65)
- 225-0609-151-6386-2 (Lot 66)
- 225-0609-151-6397-2 (Lot 67)
- 225-0609-151-6408-2 (Lot 68)
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- 225-0609-151-6474-2 (Lot 74)
- 225-0609-151-6485-2 (Lot 75)

- 225-0609-151-6496-2 (Lot 76)
- 225-0609-151-6507-2 (Lot 77)
- 225-0609-151-6518-2 (Lot 78)
- 225-0609-151-6529-2 (Lot 79)
- 225-0609-151-6540-2 (Lot 80)
- 225-0609-151-6551-2 (Lot 81)
- 225-0609-151-6562-2 (Lot 82)
- 225-0609-151-6573-2 (Lot 83)
- 225-0609-151-6584-2 (Lot 84)
- 225-0609-151-6595-2 (Lot 85)
- 225-0609-151-6606-2 (Lot 86)
- 225-0609-151-6617-2 (Lot 87)
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- 225-0609-151-6661-2 (Lot 91)
- 225-0609-151-6672-2 (Lot 92)
- 225-0609-151-6683-2 (Lot 93)
- 225-0609-151-6694-2 (Lot 94)
- 225-0609-151-6705-2 (Lot 95)
- 225-0609-151-6716-2 (Lot 96)
- 225-0609-151-6727-2 (Lot 97)
- 225-0609-151-6738-2 (Lot 98)
- 225-0609-151-6749-2 (Lot 99)
- 225-0609-151-6760-2 (Lot 100)
- 225-0609-151-6771-2 (Lot 101)
- 225-0609-151-6782-2 (Lot 102)
- 225-0609-151-6793-2 (Lot 103)
- 225-0609-151-6804-2 (Lot 104)
- 225-0609-151-6815-2 (Lot 105)
- 225-0609-151-6826-2 (Lot 106)
- 225-0609-151-6837-2 (Lot 107)
- 225-0609-151-5468-2 (Lot 108)

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