

ZERO LOT LINE COVENANT

Document Number

Iron Gate Investments LLC, hereinafter referred to as “Declarant”, desires to declare and impose a covenant upon real estate currently owned by Declarant, as hereinafter described.

WHEREAS, Declarant is the owner of the following described real estate:

Lot 1, Certified Survey Map No. _____, as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin, in Volume ____, on Page ____, as Document No. _____, being located in the City of Lodi, Columbia County, Wisconsin.

and,

WHEREAS, Declarant is also the owner of the following described real estate:

Lot 2, Certified Survey Map No. _____, as recorded in the Office of the Register of Deeds for Columbia County, Wisconsin, in Volume ____, on Page ____, as Document No. _____, being located in the City of Lodi, Columbia County, Wisconsin.

and,

WHEREAS, the above described real estate is referred to in this Covenant individually as a “parcel” and collectively as the “parcels”; and,

WHEREAS, surveying and land division was performed so as to create the parcels upon which is constructed one residential building containing two single-family residences, with each residence hereinafter referred to individually as a “Unit” and collectively as the “Units”, and with said residential building being constructed across the common boundary line separating the parcels; and,

WHEREAS, the zoning classification of the parcels allows for zero lot line construction; and,

WHEREAS, Declarant has an interest in maintaining a common exterior on the residential building located on the parcels, and desires by this Covenant to provide for the maintenance and continuation of such common exterior, among other things; and,

WHEREAS, Declarant intends to sell and convey the parcels, and the term “Unit owner”, “Unit owners” and the like shall refer to the future owners of the parcels, as well as to Declarant during such time as Declarant owns either or both of the parcels.

NOW, THEREFORE, Declarant hereby declares and imposes a covenant on the parcels in accordance with the following terms and conditions:

1. Residential Use. Each Unit and the real estate upon which it is located shall be used exclusively for residential purposes and no trade or business may be carried on therein, except as may be allowed under the City of Lodi zoning ordinances. Lease or rental of a Unit for residential purposes shall not be prohibited by this paragraph.

Recording Area

Name and Return Address

Glynn Law Office, LLC
934 Water Street
Sauk City, WI 53583

11246 770.902

Parcel Identification Number (PIN)

This is not a conveyance per Wis. Stats. §77.21(1) and is not subject to a transfer return or fee.

2. Exterior Maintenance and Repairs. In the event that a Unit owner desires to perform any exterior maintenance or repairs to said Unit owner's Unit, all such exterior maintenance and/or repairs shall be done in such a way as to match, in style as well as color, the exterior of said Unit owner's Unit as it exists on the date of this Covenant. Exterior maintenance and repairs shall include, but not be limited to, replacement and/or repair of roofing materials, siding or other exterior covering, windows, window frames, doors, garage doors, trim, gutters, down spouts, vents, hose bibs and spigots. A Unit owner shall at all times maintain the exterior of said Unit owner's Unit in good repair and in a neat and orderly condition. No Unit owner shall change the style or color of any exterior portion of said Unit owner's Unit without the written consent of the owner of the other Unit.

3. Emergency Repairs. Notwithstanding any other provision contained herein, in the event that repairs to a Unit are required on an emergency basis and failure to make such repairs would result in damage to or untenability of the other Unit, the owner of the Unit threatened by damage or untenability may make such repairs to the other Unit so as to abate such damage or untenability and said Unit owner making the repairs shall be entitled to reimbursement from the other Unit owner for the cost of such repairs.

4. Structural Integrity. No Unit owner shall make any addition, improvement or alteration to said Unit owner's Unit which impairs the structural integrity of either Unit.

5. Insurance. Each Unit owner shall purchase and maintain insurance coverage sufficient to cover any loss relating to such Unit, including extended coverage for full replacement value of all improvements located on said party's real estate.

6. Party Wall. Each Unit owner shall be deemed to own an equal undivided interest in the structural components of any common wall, hereinafter referred to as the "party wall", which separates the Units, and shall do no act to weaken or damage the party wall; nor shall a Unit owner make any breach or opening in the party wall or the exterior surface thereof without first obtaining the written approval of the other Unit owner. The Unit owners shall be equally responsible for the maintenance and repair of the party wall, including all costs associated therewith. All such maintenance and repair work shall be performed as soon as is reasonably practical. Notwithstanding the foregoing, each Unit owner shall be responsible for all costs of patching and painting the drywall on the exterior of the party wall which faces into such Unit owner's Unit. All provisions of the law of the State of Wisconsin regarding party walls, as the same now or hereafter exists, shall apply to the party wall.

7. Damage or Destruction. In the event that either or both of the Units are destroyed or damaged, all insurance proceeds shall be applied for the purpose of restoring the Unit or Units; and to the extent such proceeds are insufficient for such purpose, each Unit owner shall pay the deficiency applicable to the restoration costs of said Unit owner's respective Unit; provided however, that if both Units are substantially destroyed, both Unit owners may agree not to rebuild and to apportion the insurance proceeds between them.

8. Lawn Maintenance. The Unit owners shall maintain the lawn which is located on each Unit owner's respective parcel in a neat appearance and shall keep all grass mowed on a timely basis in compliance with all applicable municipal ordinances. This paragraph shall not be construed to prohibit gardens as long as such gardens are maintained in a neat appearing manner.

9. Parking of Vehicles. The parking of commercial vehicles in the street abutting a parcel or on a parcel by a Unit owner or by any occupant of a Unit is prohibited unless such vehicles are kept in garages. Storage of boats, trailers, snowmobiles, mobile homes, campers and other recreational vehicles in the street abutting a parcel or on a parcel is prohibited unless kept inside garages. This paragraph shall not prohibit the temporary storage of such vehicles for purposes of loading or unloading for a period of time not to exceed forty-eight (48) hours. No cars or other

vehicles shall be parked on yards or lawns on a parcel at any time.

10. Planting of Trees, Hedges and Bushes. No Unit owner shall plant any tree, hedge or bush within fifteen (15) feet of the common boundary line separating the parcels.

11. Termination, Amendment or Alteration. This Covenant shall not be terminated, amended or otherwise altered without the approval of the City of Lodi.

12. Right to Contribution Runs with the Real Estate. The right of any Unit owner to contribution from any other Unit owner under this Covenant shall be appurtenant to the real estate and shall pass to such Unit owner's successors in interest.

13. Encroachment. If any portions of a Unit shall actually encroach upon any other Unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the Unit owner of the encroaching Unit to the extent of such encroachment so long as the same condition shall exist.

14. Easements for Utilities. Each Unit owner shall have an easement over the real estate of the other Unit owner for purposes of maintaining water lines, sewer lines, natural gas lines, telephone lines, cable television lines and all other utilities which serve said Unit owner's Unit and which crosses over, under or through the real estate of the other Unit owner.

15. Construction Liens. Each Unit owner agrees to indemnify and hold harmless the other Unit owner for any construction liens arising from work done or materials supplied to make repairs or replacements to said Unit owner's Unit.

16. Enforcement. If a Unit owner, or a Unit owner's heirs, personal representatives, successors or assigns, shall violate or attempt to violate any of the terms contained herein, the other Unit owner shall have standing to bring proceedings at law or in equity against the Unit owner violating or attempting to violate any such term, and the prevailing Unit owner shall be awarded reasonable attorney's fees and costs.

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

18. Mortgage Holder. WCCU Credit Union, as the holder of a mortgage or mortgages on all or a portion of the real estate described herein, executes this Covenant in order to approve of it, to subordinate said mortgage or mortgages to it and to be bound by and subject to each and every term contained herein.

19. Severability. If any of this Covenant's provisions are deemed to be invalid, inequitable or unconscionable, those provisions shall be severed from this Covenant and shall not affect the enforceability of the remainder of this Covenant. If a provision shall be deemed invalid, inequitable or unconscionable due to its scope or breadth, the provision shall be deemed valid to the extent of the scope or breadth permitted by law.

20. Governing Law. This Covenant shall at all times be construed by and subject to the laws of the State of Wisconsin, and the circuit courts of the State of Wisconsin shall have sole and exclusive personal and subject matter jurisdiction as to any action regarding this Covenant.

21. Paragraph Headings. The titles to the paragraphs in this Covenant are solely for convenience and shall not be used to explain, modify, simplify, limit or aid in the interpretation of the provisions of this Covenant.

22. Binding. This Covenant shall run with the land and shall be binding upon and inure to the benefit of the present and future Unit owners and their heirs, personal representatives, successors and assigns.

Dated: ^MONTH^ ^DAY^, ^YEAR^

IRON GATE INVESTMENTS LLC:

By: _____
Barry Bodendein, Member

By: _____
Corey Bodendein, Member

By: _____
Clayton Bodendein, Member

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s) _____

STATE OF WISCONSIN

} ss.

_____ County

authenticated this _____ day of _____, 20____

Personally came before me this _____ day of _____, 20____ the above named

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by § 706.06, Wis. Stats.)

(Signatures may be authenticated or acknowledged.
Both are not necessary.)

to me known to be the person _____ who executed the
foregoing instrument and acknowledge the same.

* _____
Notary Public _____ County, Wis.

My commission is permanent. (If not, state expiration
date: _____, 20____.)

*Names of persons signing in any capacity should be typed or
printed below their signatures.

