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| Name and Return Address: | ZERO LOT LINE MAINTENANCE AGREEMENT | |
| Parcel Identification Number (PIN) | | |

THIS ZERO LOT LINE MAINTENANCE AGREEMENT (“*Agreement*”) is made by Randall R. Hess (“*Declarant*”).

RECITALS

- A) Declarant is the holder of fee title to Lot 1 and Lot 2 of Certified Survey Map No. _____, recorded in the Dane County Register of Deeds on _____, 2025, Document No. _____, City of Fitchburg, Dane County, Wisconsin (Lot 1 and Lot 2 may be referred to individually as a “*Lot*” and collectively as the “*Lots*”).
- B) Lots 1 and 2 are intended for a “zero lot line” development, with a Twin Home Building constructed across each Lot.
- C) Declarant intends to sell Lot 1 and Lot 2 to third parties (referred to individually as an “*Owner*” and collectively as the “*Owners*”).
- D) The purpose of this Agreement is to provide the covenants, conditions, and restrictions for the use and maintenance of the Lots and Building.

AGREEMENT

The Declarant hereby declares that the Lots are subject to the following covenants, conditions, and restrictions.

1. Definitions. The following terms have the following definitions. Additional terms are defined elsewhere in this Agreement.

A. “*Dwelling*” means a single-family residential unit constructed on a Lot that shares a common wall with another residential unit constructed on the adjacent Lot.

B. “*Twin Home Building*” means the building comprising the two attached Dwellings constructed across the Lots, with a shared wall located along or near the lot line dividing the Lots. The Twin Home Building shares the shared wall, the shared roof system, and an architecturally uniform façade, but each Dwelling is separately owned and located on its own Lot.

2. Maintenance.

A. Except for the shared roof, each Owner shall, at their own cost, maintain and repair the exterior surface of their portion of the Twin Home Building, their driveway, and their yard located on their Lot, including, without limitation, painting, replacing siding, replacing trim and caulking, and the maintenance and repair of the roof and driveway. If an Owner considers the other Owner's portion of the Twin Home Building to need any such repair or maintenance (the "Work"), the Owner shall give written notice to the other Owner. Such notice shall specify the nature and extent of the work needed. If the other Owner fails or neglects to perform the requested work or disagrees in writing, both parties agree to utilize the Dispute Resolution outline herein.

B. For purposes of allocating costs, maintenance responsibilities, repairs, and replacements relating to any portion of the shared roof of the Twin Home Building, the Owners agree that such responsibilities shall be allocated as follows: The Owner of Lot ____ (commonly known as _____) shall be responsible for 46.2% of the costs and the Owner of Lot 2 (commonly known as _____) shall be responsible for 53.8% of the costs. If an Owner considers the shared roof of the Twin Home Building to need any such repair or maintenance or replacement, the Owner shall give written notice to the other Owner. Such notice shall specify the nature and extent of the work needed. If the other Owner fails or neglects to agree to the requested work and to pay its share or disagrees in writing, both parties agree to utilize the Dispute Resolution outlined herein.

C. These percentages shall apply to all expenses related to repair, replacement, maintenance, or insurance claims involving the shared roof. This allocation reflects the proportion of the roof area serving each respective Dwelling, as determined by the Declarant or an architect's certification.

D. Notwithstanding the above, if repair of the Twin Home Building, including all utility connections and laterals and sewer lines, in case of backup, is required on an emergency basis and failure to make such repairs would result in further damage to or result in the untenability of the Twin Home Building, either Owner may repair the damage and be entitled to compensation from the other Owner for the cost of any repairs made to the other Owner's portion of the Twin Home Building.

E. Neither Owner, without first obtaining the written consent of the other, shall make or permit any substantial structural alterations or improvements to the exterior of the Twin Home Building. Alterations, changes, or improvements exceeding an aggregate cost of \$3,500 shall be considered substantial. This standard amount shall increase by ten percent every five years.

F. Neither Owner shall perform nor allow any act or work that will impair the structural integrity or aesthetic appearance of the Twin Home Building or the safety of the other Owner's property without the prior written consent of the other Owner.

G. Any portion of a wall or roof of the Twin Home Building placed approximately on the lot line between the Lots shall constitute a party wall, and the general rules of law regarding party walls and liability for damage due to negligent or willful acts or omissions shall apply.

3. Easements. Each Lot Owner is granted and shall have an easement over, across, and those portions of the other Lot for access to utility facilities (e.g., electric, telephone, cable, water and sewer laterals) which together or separately service their respective Lots, for maintenance, repair, and, if necessary, replacement. The disturbed Lot shall be restored to its condition at the outset of any such maintenance, repair, or replacement, all at the cost of the Lot Owner causing such maintenance, repair, or replacement.

4. Dispute Resolution.

A. Informal Dispute Resolution. In the event of a dispute between the Owners relating to maintenance, repair, replacement, or improvement of any portion of the Twin Home Building, the Owners agree to negotiate in good faith to resolve the dispute. If the dispute is not resolved within 30 days, the dispute shall be referred to mediation. Either Owner may terminate this informal dispute process by providing written notice to the other Owner.

B. Mediation. The Owners agree to name a mediator within fourteen days of the expiration of the period to reach informal resolution. If no mediator is agreed upon within 14 days, each Owner shall name a third party, and the third parties shall pick a mediator within 10 days. The Owners shall present their dispute to the mediator within 60 days of the mediator being named. The mediator shall not have the authority to add, change, alter or modify any of the terms or provisions of this Agreement. The expense of the mediator shall be divided equally between the Owners.

C. Arbitration. If the Owners are unable to resolve their dispute in Mediation, then the dispute or controversy shall be decided through binding arbitration, based on the final decision of a neutral arbitrator agreed to by the Owners. If the Owners cannot agree on an arbitrator within 14 days following the conclusion of mediation, the mediator shall appoint one attorney unrelated to this matter (an attorney not representing either Owner) who is a member of the Wisconsin State Bar. The Owners shall agree upon rules to govern the arbitration within 10 days after the arbitrator is appointed. If the Owners cannot agree on such rules, then the arbitration shall proceed in accordance with the rules and procedures set forth under Wis. Stat. ch. 788. A hearing before the arbitrator shall be scheduled and held within 60 days after the arbitrator is appointed, unless the arbitrator determines that good cause exists for a reasonable extension. The arbitrator shall issue a written decision within 30 days after the close of the hearing.

D. Enforcement of Dispute Resolution. If either Owner refuses to comply with the dispute resolution process, the non-breaching Owner shall be entitled to

recover all costs, including reasonable, actual attorneys' fees, incurred in seeking further action to enforce the terms of this provision and/or to compel mediation and / or arbitration.

5. Insurance. Each Owner shall procure and maintain, at minimum, the following insurance coverages on the Lot owned by such Owner. Owners may choose to work together to obtain insurance for their Lots but are not obligated to do so.

A. Each Owner shall keep the improvements located on their respective Lot insured with "all risk" coverage on the Lot for an amount equal to not less than 100 percent of the insurable replacement cost.

B. Each Ownershall ensure against public liability claims and losses on a general liability form of insurance with broad form coverage endorsements covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Lot, or as a result of operations in an amount of not less than, in the form of primary and/or umbrella coverages, \$500,000 per occurrence/aggregate. Every ten years this amount shall increase \$100,000.

6. Enforcement. Enforcement of the covenants and restrictions of this Agreement may be by any proceeding at law or in equity against any Owner violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages. Failure by any Owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to do so thereafter.

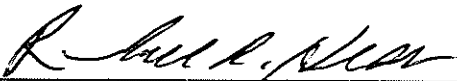
7. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be constructed in all respects as if such invalid or unenforceable provision was omitted.

8. Amendment. No amendment or modification of this Agreement shall be valid unless it is in writing and signed by all the Owners in recordable form. No amendment or modification shall be effective until recorded in the office of the Register of Deeds for Dane County.

9. Binding Effect. This Agreement and all of the rights, obligations, easements, covenants, burdens, uses and privileges contained herein are appurtenant to the Lots, shall run with the land and shall bind and benefit the Owners and the respective representatives, heirs, successors and assigns.

Dated this 24 day of July, 2025.

DECLARANT



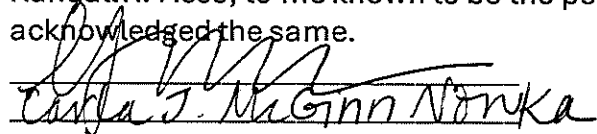
Randall R. Hess

STATE OF WISCONSIN)

DANE COUNTY

)SS.
)

Personally came before me on July 24, 2025 the above named
Randall R. Hess, to me known to be the person who executed the foregoing instrument and
acknowledged the same.



Notary Public, State of Wisconsin
My commission expires: 6-19-29

CARLA J. MCGINN NOWKA
Notary Public
State of Wisconsin

Drafted by:
Robert C. Procter
Axley LLP

CARLA J. MCGINN NOWKA
Notary Public
State of Wisconsin

COPY

CERTIFIED SURVEY MAP NO. _____

Lot 188 of Second Addition to Wildwood South, being in the Northwest 1/4 of the Northwest 1/4 of Section 16, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin.



S89°37'05"E

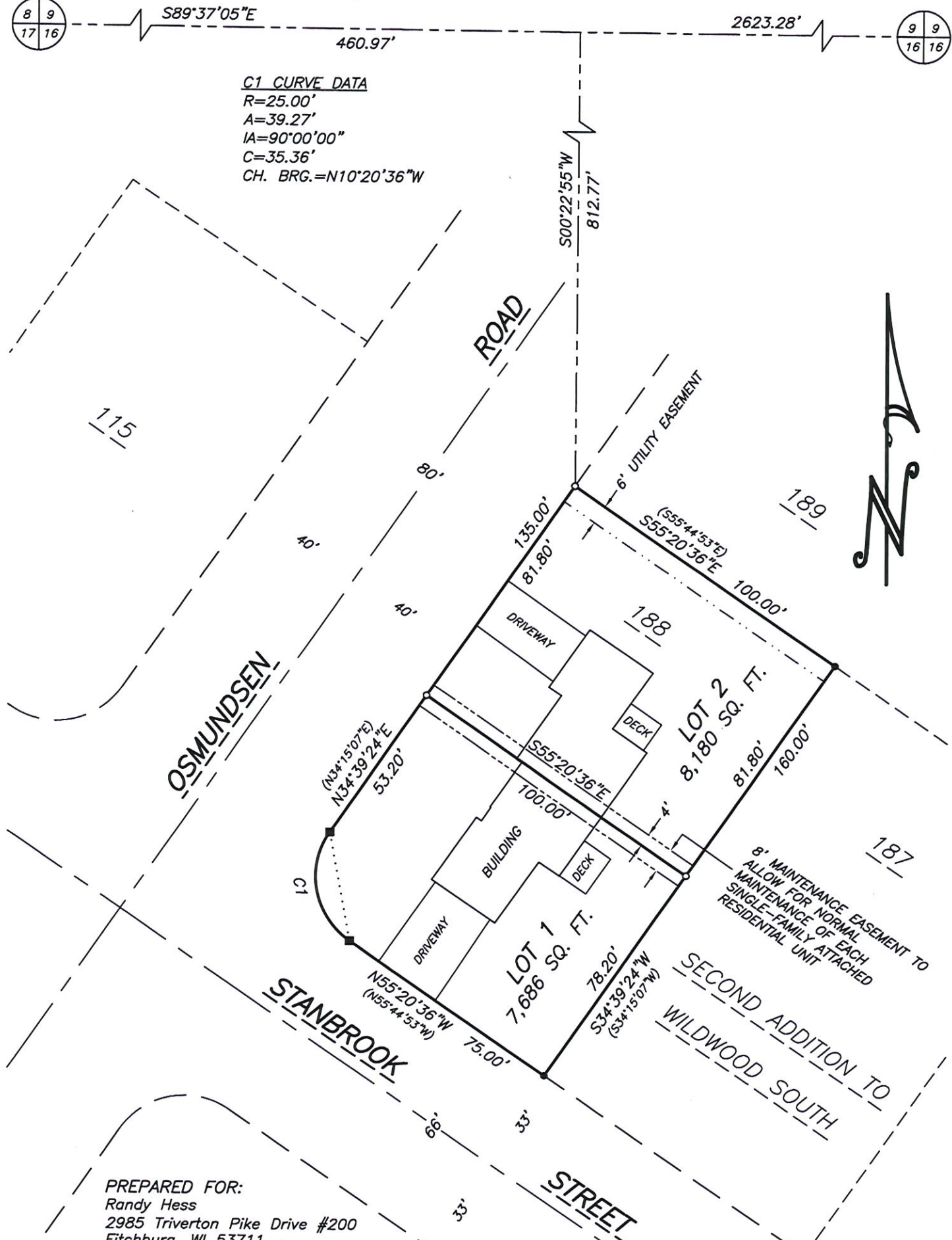
460.97'

2623.28'

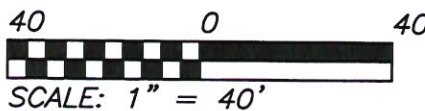


C1 CURVE DATA

R=25.00'
A=39.27'
IA=90°00'00"
C=35.36'
CH. BRG.=N10°20'36"W



PREPARED FOR:
Randy Hess
2985 Triverton Pike Drive #200
Fitchburg, WI 53711
(608) 276-5211



TALARCZYK
LAND SURVEYS, INC.

517 2nd Avenue
New Glarus, WI 53574
608-527-5216
www.talarczyk surveys.com

JOB NO. 24234
POINTS 24234
DRWG. 24234_1
DRAWN BY MST

CERTIFIED SURVEY MAP NO. _____

Lot 188 of Second Addition to Wildwood South, being in the Northwest 1/4 of the Northwest 1/4 of Section 16, Town 6 North, Range 9 East, City of Fitchburg, Dane County, Wisconsin.

I hereby certify that this survey is in compliance with Section 236.34 of the Wis. Statutes and the subdivision regulations of the City of Fitchburg; and that under the direction of Randy Hess, I have surveyed, monumented, and mapped the lands described hereon; and that this map is a correct representation of all exterior boundaries of the land surveyed in accordance with the information provided.

November 8, 2024

Robert A. Talarczyk, P.L.S.

OWNER'S CERTIFICATE OF DEDICATION:

As owner, I hereby certify that I have caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented hereon. I also certify that this map is required by s.236.10 or s.236.12 Wisconsin Statutes to be submitted to the following for approval or objection: City of Fitchburg.

WITNESS the hand and seal of said owner this _____ day of _____, 20_____.
In the presence of:

Randall R. Hess

STATE OF WISCONSIN)

_____ COUNTY) SS
Personally came before me this _____ day of _____, 20_____, the above named Randall R. Hess to me known to be the same person who executed the foregoing instrument and acknowledged the same.

My commission expires _____.

CITY OF FITCHBURG APPROVAL: This Certified Survey Map has been duly filed with and approved by the City Council of the City of Fitchburg, Dane County, Wisconsin.

Date Tracy Oldenburg, City Clerk

REGISTER OF DEEDS CERTIFICATE: Received for record this _____ day of _____, 20____ at o'clock _____M., and recorded in Vol. _____ of Certified Survey Maps of Dane Co., on Pages _____.

LEGEND:



Aluminum monument found

- 1-1/4" solid round iron rod found
- 3/4" solid round iron rod found
- 3/4" x 24" solid round iron rod set, weighing 1.50 lbs per lineal foot

Kristi Chlebowski, Register of Deeds

NOTES:

- 1.) Bearings are referenced to the Wisconsin County Coordinate System, Dane County Zone, NAD83 (2011), in which the North line of the Northwest 1/4 of Section 16 bears S89°37'05"E.
- 2.) Recorded data, when different than measured, is shown in parenthesis.



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DRWG. 24234_1
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Second Addition
to Wildwood South
Lot 188