

**VILLAGE OF COTTAGE GROVE
APPLICATION FOR ZERO LOT LINE**

APPLICANT NAME: _____
ADDRESS OF APPLICANT: _____
TELEPHONE NUMBER: _____ **FAX:** _____
EMAIL ADDRESS: _____

ADDRESS OF SUBJECT PROPERTY:

ZONING OF PROPERTY: _____

PROVIDE THE FOLLOWING ITEMS:

- 1.) Letter from licensed plumber indicating that each unit is served by separate sanitary sewer and water laterals.
- 2.) Certified Survey Map reflecting the proposed lot line, the location of the sanitary sewer and water laterals servicing each side of the duplex. The map must be signed by a licensed surveyor.
- 3.) Attached agreement is signed by all parties.
- 4.) Fee of \$50 per parcel created.

Mail or deliver the completed application form along with the certified survey map and fee to the Village of Cottage Grove.

Date

Applicant Signature

**Village of Cottage Grove
221 E. Cottage Grove Road
Cottage Grove, WI 53527
Telephone: 608-839-4704
Fax: 608-839-4698**

Office Hours: M-F 7:30 a.m. to 4:30 p.m.

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For office use only:

Date Received:
Planning Commission Meeting Date:
Village Board Meeting Date:

ZERO LOT LINE MAINTENANCE AGREEMENT

1. The Units are intended for residential purposes only as in presently or hereafter defined and permitted by the Village of Cottage Grove Zoning Ordinances and are restricted to that use. No nuisances shall be permitted to exist or operate within or on either unit. The leasing or rental of the Units for residential purposes is not prohibited by this clause provided any such leases or rentals are made subject to and the tenants are bound by the provisions of this Declaration.

2. Maintenance and Repair.
 - a. The owners of the Units shall maintain and repair the exterior surface of their dwelling portion of the duplex dwelling building and the driveway leading to their dwelling portion of the building, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, and the maintenance and repair of the roof and driveway, and to be liable for the cost of any such maintenance or repairs made on their dwelling portion of the duplex dwelling building. If any unit owner considers the dwelling portion of the other unit owner to be in need of any such repair or maintenance, hereinafter referred to as “work”, they shall give written notice thereof to the other unit owner. Such notice shall specify the nature and extent of the work considered to be needed. If the other unit owner fails or neglects to perform the requested work or disagrees, in writing, that such work is needed, then, within thirty (30) days from the receipt of said written notice, the unit owners shall submit the issue of the necessity of the work and the nature and extent thereof to the American Arbitration Association at its offices, by mail, at 180 N. LaSalle Street, Suite 1025, Chicago, Illinois, 60606, or at such address then known to be that of the said Association.

 - b. The arbitrator named by the Association shall be authorized to determine the format and procedure for arbitration limited only to the minimum due process requirements of the U.S. Constitution. The determination of the arbitrator shall be final and binding upon the owners, their heirs, successors, personal representatives, agents and assigns.

 - c. Arbitration as herein provided shall be the exclusive method for resolution of disputes relating to the maintenance, repair and use of the property. The fees and expense, if any, for the arbitrator shall be borne equally by the parties unless otherwise determined by the arbitrator. Each party shall bear the cost of his own exhibits and advocate, if any.

- d. Notwithstanding the above, in the event that repair of the duplex 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 the said building or result in the untenability of the same, either unit owner may repair the damage and be entitled to compensation from the other unit owner for the cost of any repairs made to the other unit owner's portion of the building.
 - e. In order to gain access to the Units in case of an emergency situation, each unit owner shall provide to the other unit owner a key to their unit, a person to contact other than the unit owner that has access to their unit, or the location of a key to gain access to their unit. Said access shall only be used in an emergency situation.
 3. Neither unit owner, without first obtaining written consent of the other, shall make or permit to be made any substantial structural alterations or improvements to the exterior of the duplex dwelling building or to his property. In connection therewith, alterations, changes or improvements exceeding an aggregate cost of One Thousand Dollars (\$1,000) shall be considered substantial.
 4. Only dogs, cats, or other domesticated household pets may be kept by a unit owner on his property, provided that in no event shall such pets be kept, bred, or maintained for any commercial purpose. All such pets shall be housed wholly within the dwelling unit and no outside pens or structures shall be permitted unless otherwise agreed to in writing between the owners of the two units.
 5. Unit owners shall maintain their property in good, sanitary and attractive condition, including but not limited to mowing the grass to a reasonable height, the removal of noxious weeds and removal of snow and ice from walkways and driveways.
 6. Style, Color and Miscellaneous.
 - a. Any repairs or maintenance performed or allowed to be performed by a unit owner to the exterior of his dwelling portion of the duplex dwelling building shall employ materials uniform or consistent with those materials already incorporated into the building and improvements.
 - b. No unit owner shall change the color of the siding, trim or roof of his portion of the duplex dwelling building at any time without prior written agreement between the unit owners. Homogeneous roof, siding and trim colors shall be required at all times.
 - c. Outside doors, as to style, type and color, including garage doors, shall be identical at all times to each unit.

- d. All outside areas shall be kept free from rubbish, debris, trash and other unsightly materials and shall not be obstructed, littered, defaced, or misused in any manner, nor shall any fire hazards be allowed to exist.
 - e. No garbage cans, supplies or other articles shall be placed outside of either of the dwelling units but rather shall be kept within the dwelling units or the attached garages except while the same shall be presently in use.
 - f. No outdoor storage of any kind shall be allowed upon the property without prior written agreement between the owners of the two dwelling units with the exception of a reasonable amount of firewood for a fireplace (if applicable) which shall be neatly stacked.
7. Unit owners shall not perform or allow to be performed any act or work which will impair the structural integrity or aesthetic appearance of the duplex dwelling building or the safety of the property of the other owner.
 8. Any portion of a wall or roof of the duplex building placed on the dividing line between the respective properties shall constitute a party wall and the general rules of law regarding party walls and of liability for damage due to negligent or willful acts or omissions shall apply thereto.
 9. The owners of each of the Units are granted and shall have an easement over and across those portions of the property occupied by each of the Units for the purpose of access to the underground electrical and, in addition, access to any curb boxes, water and sewer laterals, which together or separately service their respective Units, for the purpose of maintenance, repair and if necessary, replacement. The property shall be restored to the same condition as at the outset of any such maintenance, repair or replacement all at the cost to the Unit owner causing such repair, maintenance or replacement.
 10. The owners of the individual dwelling units, their invitees, tenants, agents, personal representatives, successors and assigns, shall at all times abide by and be bound by any protective covenants, restrictions and easements of record that are effective as to the plat in which this property is located.
 11. Enforcement of the covenants and restrictions of this Declaration may be by any proceeding at law or in equity against any unit owner violating or attempting to violate any such covenant or restriction to restrain violation or to recover damages. Failure by any unit owner to enforce any covenant or restriction shall in no event be deemed to be a waiver of the right to do so thereafter.
 12. The invalidity or unenforceability of any particular provision of this Declaration shall not affect the other provisions hereof and the Declaration shall be constructed in all respects as if such invalid or unenforceable provision was omitted.

13. In construing this Declaration, words used in any gender shall include the plural and vice versa, unless the context requires otherwise.
14. No amendment or modification of this Declaration shall be valid unless the same be in writing and signed by all the parties hereto in recordable form and that no such change, amendment or modification shall be effective until recorded in the office of the Register of Deeds for Dane County.
15. The unit owners shall, for themselves and for their respective successors, assigns, heirs and personal representatives and agents, each to and with the other, his or their successors, assigns, representatives and heirs, be bound by and observe this Declaration and the covenants and restrictions herein contained which shall be perpetual and run with the land, but no owner is to be responsible except for his acts or defaults while owner.

Date

Signature

Date

Signature