WINDSOR TOWN BOARD

RESOLUTION 2015-10

RESOLUTION APPROVING DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS ("CCRs") FOR BLUE ADDITION TO LAKE WINDSOR, TOWN OF WINDSOR, DANE COUNTY, WI

WHEREAS, Windsor Golf Ventures, Inc. ("Petitioner") has applied for approval of the Final Plat of Blue Addition to Lake Windsor ("Final Plat") located in the Town of Windsor, Dane County, Wisconsin; and

WHEREAS, as a condition of approval of the Final Plat, the Petitioner and Town are required to enter CCRs, a copy of which is attached hereto and incorporated by reference; and

WHEREAS, at its regularly scheduled meeting on March 19, 2015, the Town Board reviewed the terms and conditions of the CCRs, and wishes to approve the CCRs as presented.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Windsor as follows:

A. The Town Board **APPROVES** the attached CCRs, **subject to each and every one of the following conditions**:

1. Subject to execution by the Developer, by its duly authorized representatives, and the Town by the Town Chairperson and attested to by the Town Clerk.

2. Subject to recording at the Dane County Register of Deeds Office by the Town, at the Developer's expense, with a copy of the recorded document returned to the Developer and Town Attorney.

3. Subject to Developer's reimbursement to the Town of Windsor for all costs and expenses incurred by the Town of Windsor in connection with the review and approval of this Resolution and the development associated therewith, including, but not limited to, the cost of professional services incurred by the Town of Windsor for

the review and preparation of required documents, attendance at meetings or other related professional services.

B. The Town Board's approval expires on December 31, 2015. Time is of the essence.

C. It is the Petitioner's obligation to timely satisfy those conditions adopted by the Town Board, and to provide satisfactory verification of compliance to the Town. Any necessary or requested reviews or submissions to the Town for determinations of compliance with this Resolution shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

The above and foregoing Resolution was duly adopted at the regular meeting of the Town Board of the Town of Windsor on the 19th day of March, 2015 by a vote of 4 in favor and 0 opposed.

TOWN OF WINDSOR

Robert E. Wipperfurth, Town Chairman

Donald G. Madelung, Town Supervisor

Bruce Stravinski, Town Supervisor

Excused Absence
Alan Buchner, Town Supervisor

Monica M. Smith, Town Supervisor

Attest:

Christine Capstran, Town Clerk

8883469
Tx:8682701

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5170540
07/22/2015 3:41 PM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 26

RETURN TO:
Amy Schweppe Anderson
Town of Windsor
4084 Mueller Road
DeForest, WI 53532

PARCEL IDENTIFICATION NUMBERS
See Exhibit B

PLAT OF BLUE ADDITION TO LAKE WINDSOR, AND LOTS 1, 2 AND 3 OF CERTIFIED SURVEY MAP 13005 RECORDED AS DOC. NO. 4144251, ALL LOCATED IN THE TOWN OF WINDSOR, DANE COUNTY, WISCONSIN:

DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND EASEMENTS

Windsor Golf Ventures, Inc., a Wisconsin corporation (the "**Developer**"), owner of the real estate in the Town of Windsor, Dane County, Wisconsin, which has been platted as Lots 1-13 of the Plat of Blue Addition to Lake Windsor and Lots 1, 2 and 3 of Certified Survey Map 13005, recorded in the Dane County Register of Deeds Office as Document No. 4144251 (collectively, the "**Property**"), hereby declares that the Property is subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

ARTICLE 1

Definitions

For purposes of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

1.1. "**Developer**" shall refer to Windsor Golf Ventures, Inc., and its representatives, successors and assigns.

1.2. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a Lot on the Plat or CSM (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.3. "**Property**" shall mean and refer to the real estate described as Lots 1-13, Outlot 2 and Outlot 3 in the Plat of Blue Addition to Lake Windsor ("**Plat**"), Town of Windsor, Dane County, Wisconsin and Lots 1, 2 and 3 of Certified Survey Map 13005

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("**CSM**"), recorded in the Dane County Register of Deeds Office as Document No. 4144251.

Developer intends to and shall merge Outlot 2 of the Plat with Lot 1 of the CSM, and Outlot 3 of the Plat with Lot 2 of the CSM. Consequently, Outlots 2 and 3 are governed by this Declaration and considered owned by CSM Lot 1 owner and CSM Lot 2 owner, respectively. Outlot 1 of the Plat has been dedicated as parkland, shall be conveyed to the Town of Windsor, and is not governed by this Declaration and is not part of the Property.

1.4. "**Town of Windsor**" shall mean and refer to the body corporate and politic that provides local governance of the Property pursuant to Wis. Stat. s. 60.11, and any successor thereto responsible for local governance of the Property whether pursuant to Wis. Stat. ch. 60 (Towns), Wis. Stat. ch. 61 (Villages) or Wis. Stat. ch. 62 (Cities).

1.5. "**Association**" shall mean and refer to the Property Owners of Blue Addition to Lake Windsor, Inc., which shall be organized as a nonprofit association under Wisconsin law, established by the Developer and comprised of the owners of Lots in the Property. The Association shall be governed by a Board of Directors elected as set forth in the by-laws and organizational documents of the Association.

1.6 "**Committee**" shall mean and refer to the Architectural Control Committee, which shall be comprised of members of the Board of Directors of the Property Owners of Blue Addition to Lake Windsor, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Association. After the Developer and its representatives, successors and assigns, cease to have any title to any Lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters that were to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Architectural Control Committee ("**Committee**") for approval in writing by a majority of the members of said Committee.

ARTICLE 2

Property Subject to This Declaration

2.1 **Property**. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Windsor, Dane County, Wisconsin, and shall be known as Lots 1-13, Outlot 2 and Outlot 3 of the Plat of Blue Addition to Lake Windsor, Town of Windsor, Dane County, Wisconsin, and Lots 1, 2 and 3 of Certified Survey Map 13005, recorded in the Dane County Register of Deeds Office as Document No. 4144251.

2.2 **Additions**. Additional property may be added to the Property by the Developer without consent of the Class A Members of the Association, if any, as set forth in this Section 2.2. This right to add to and thereby expand the Property shall expire ten (10) years from the date of the recording of the Declaration. After the expiration of the Developer's right to add additional property without membership consent as provided above, additional property may be added to the Property only with the consent of two-thirds (2/3) of all of the then Members of the association. Any and all such additions to the Property shall be subject to approval by the Board of the Town of Windsor.

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. **Architectural Review**. A. General Provisions. For all buildings to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer, or to the Architectural Control Committee when formed under section 3.2 below, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot. The Developer or the Architectural Control Committee may charge a reasonable plan review fee to cover the cost of plan review by the Developer or Committee or any consultants utilized by either of them. The Developer or the Committee may adopt requirements and criteria for a complete submission for approval by any lot owner and provide such information to the lot owner at the time of application in writing, and neither the Developer nor the Committee shall be required to act on any submission which is not complete under such requirements and criteria.

B. Specific Requirements. The color and materials used for all exterior walls shall be approved by the Developer or the Committee. All chimneys and all exterior flues shall be enclosed. Brick chimneys shall be corbelled. Direct vent fireplaces shall be permitted, but must be enclosed and such enclosure must extend the entire length of the building. Fascia materials and color shall be approved by the Developer or the Committee. Fascia must be 8 inches minimum depth. Soffits may be wood or vinyl with appropriate detail. Roofing must be architectural-type textured fiberglass or asphalt shingles, wood shakes, tile, slate, standing beam or metal. Standard three-in-one shingles are not permitted. The color of the roofing material shall be approved by the Developer or the Committee. Dwellings that use a predominance of brick, stone or natural siding materials are encouraged and Dwellings that use all, or substantially all, aluminum or vinyl siding are discouraged and may be denied. All Dwellings shall have a minimum of

25% stone or brick on the front exterior walls of the Dwelling. The Developer or Committee has the right to require additional brick, stone, shutters, corner boards and/or other accent items that it deems necessary to be added to the design to enhance architectural character and make the Dwelling more harmonious with the surrounding buildings. All siding must be stained, painted or pre-finished and the desired color schemes must be submitted to the Developer or Committee with the building plans for approval. Any change to the color scheme from the one submitted, even if changed at a later date, must also be approved by the Developer or Committee. Each of the four elevations on a Dwelling shall have at least one full sized window.

3.2. **Architectural Control Committee**. After the Developer and their representatives, successors and assigns, cease to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to the Architectural Control Committee ("**Committee**") for approval in writing by a majority of the members of said Committee. The Committee shall consist of the members of the Board of Directors of the Property Owners of Blue Addition to Lake Windsor, or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Association.

3.3. **Approval of Builders**. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. **Future Alterations**. A. General Provisions. No alteration in 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 the Committee, whichever is then applicable.

B. Fire or Casualty. If all or any portion of a residence or other improvement within a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof to rebuild, repair, or reconstruct such residence or other improvement in a manner which will restore it to an appearance and condition which fully conforms with the requirements of this Declaration. Reconstruction shall be undertaken no later than six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs. Plans and specifications for rebuilding must be submitted to the

Developer or Committee and approved in writing prior to rebuilding as if initial construction. If a residence or other improvement is damaged to such an extent that it is impractical to rebuild, repair or reconstruct, the Owner may demolish the same provided that the lot is left in a neat and aesthetically pleasing condition which meets all other requirements of these covenants, restrictions and conditions. Said demolition, if elected, shall be completed no later than six (6) months after the damage occurs.

3.5. **Existing Vegetation and Tree Preservation Plan**. The existing vegetation of each lot subject to this Declaration, including trees of a diameter of five (5) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

(Village of DeForest Tree Preservation Plan) As of January 2015, the rear yard areas of **Lots 4-13** contained several mature trees that have a trunk that is 12 inches or greater in diameter at a height of four and one-half feet above grade. It shall be the ongoing responsibility of the owner of each of these lots to preserve and mitigate such mature trees in accordance with the following standards:

A. If more than 30% of mature trees existing as of January 2015 are removed from any lot, the owner of such lot shall plant additional deciduous trees, on a 2-to-1 basis, for all mature trees proposed for removal above the 30% removal standard. All such additional trees shall have a trunk diameter of at least 3 inches.

B. The standard in subsection A. shall not apply to trees that are dead, dying, diseased, or considered a nuisance or invasive tree by the University of Wisconsin Extension.

C. These standards may not be removed or modified without the approval of the DeForest Village Board.

3.6. **Minimum Elevations**. A. Minimum Basement Floor Elevations. Plat Lots 1 though 6 shall have a minimum basement floor elevation of 871 feet NAVD 88, Plat Lots 11-13 shall have a minimum basement floor elevation of 873 NAVD 88. All plans submitted to the Developer or Committee for approval of plans for a residence on any lot shall show clearly the basement floor elevation thereon, and the Developer or Committee may reject any plans not clearly establishing the basement floor elevation on such plans or otherwise failing to conform to these restrictions. **It is each Owner's responsibility to assure that any building constructed on its Lot meets these minimum elevations as built.**

B. Minimum Finished Grade Elevations. The finished grade elevation of each Lot shall be shown on all plans submitted to the Developer or Committee for approval. The Developer or Committee may reject any plans which do not clearly establish the finished grade elevation of the lot on such plans, or which establish an elevation which is not appropriate given the groundwater levels in or near the lot or other circumstances which indicate that such elevations are not prudent. The lot shall conform to such approved plans when the residence is constructed thereon. The finished grade elevation of any lot approved by the Developer or Committee may not thereafter be changed without the approval of the Developer or Committee.

C. Certification. Within seven (7) days as such time as the basement slab on any lot is completed, the Owner of such Lot shall obtain from a registered land surveyor a certification that the minimum basement floor elevation of such residence conforms to the approved plans under A. above, and that the finished grade elevations on such lot conform to the approved elevations under B. above.

D. Grading. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give either the Developer or Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property without the approval of the Developer or the Committee, whichever is then applicable.

3.7. **Building Limitations and Requirements**. A. **Use and Minimum Size Requirements**. There shall be only one single-family residence or one duplex residence constructed within each Lot which shall at all times be used for single-family residential purposes. Nothing herein shall prohibit the Developer from continuing existing agricultural activities and uses within the Property until a lot is developed. The following minimum floor area requirements shall apply to all residences erected within a lot subject to this Declaration:

(a) Single Story. No single story (ranch type) residence shall have less than 1,800 square feet of floor area on the main level.

(b) Multi-Story. No two or two and one-half story residence shall have less than 1,950 square feet of floor area, with a minimum of 1,650 square feet of floor area on the main (first floor) level.

(c) Height Limit. The height of a residence shall not exceed the maximum vertical dimension allowed by applicable local zoning ordinances.

(d) Duplexes. All duplexes shall have 1,600 square feet of living space per unit. This shall include all levels that have living space, but shall exclude garages and common areas.

B. **Definitions**. For the purposes of determining floor area, stair openings and closets shall be included, but basements, regardless of whether finished in whole or part, open porches, screened porches, and attached garages shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.

C. **Setbacks**. The lots within the Property are subject to building envelope location restrictions as shown on the recorded Plat of Windsor Blue Addition to Lake Windsor. Principal and accessory buildings may not be located within the setback areas shown on such pages of the Plat or CSM. All plans submitted to the Committee for approval shall show the location of all principal and accessory buildings on any lot and such plans shall conform to the setback restrictions set forth on the Plat. The Committee may reject any plans which are submitted which show the location of any principal or accessory building on any lots subject to this paragraph which are located inside of such setback lines.

Note: OWNERS ARE ENCOURAGED TO REVIEW SUPPLEMENTARY PAGES AND NOTES TO THE PLAT MAP FOR BUILDING ENVELOPES AND ADDITIONAL INFORMATION RECORDED DOCUMENTS BECAUSE THEY IMPACT LOT OWNERS.

Note: TAKE NOTICE OF THE EASEMENT AFFECTING PLAT LOTS 4, 5, 12 AND 13: THESE LOTS ARE BURDENED BY AN EASEMENT BENEFITTING THE MADISON METROPOLITAN SEWERAGE DISTRICT FOR THE INTERCEPTOR SEWER THAT CROSSES THESE LOTS. THIS MAY IMPACT BUILDING LOCATION, PARTICULARLY ON PLAT LOT 4. THERE SHALL BE NO ENCROACHMENTS ON SAID EASEMENT. SEE PLAT MAP AND RECORDED EASEMENTS.

3.8. **Driveways and Garages**. A. Driveways. All residences must have driveways and all driveways must be paved with concrete or asphalt. The location, composition and dimension of the driveway must be included as part of the plans and specifications submitted to the Developer or Committee, and must be approved in writing by the Developer or Committee. Driveways shall be located and constructed to minimize loss of desirable trees. The driveway shall be completed within eight (8) months of the issuance of the building permit. The driveway culvert shall be installed before the commencement of any construction of a residence or other improvement on the lot.

Vehicles are prohibited from driving through the right-of-way ditches in order to access any lot. After initial installation, the Owner shall maintain the driveway culvert.

B. Garages. All residences must have an attached garage that contains space for at least two (2) but not more than four (4) automobiles or other vehicles and be a minimum of seven hundred twenty (720) square feet in floor area. Tandem, or split side entry garages shall be encouraged for three and four car garages. If a tandem space is not used for three car front entry garages, the third stall must have a setback of a minimum of two (2) feet from the front building line. Under no circumstance shall a residence have more than three garage doors, thus any four (4) car garages must utilize a tandem layout. Unattached garages are strictly prohibited. All garage doors must have a custom design as determined by the Developer or Committee, whichever is then applicable, in their discretion. All garage doors shall have equal door heights and shall not exceed 8 feet.

3.9. **Buildings Constructed Elsewhere**. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. **Animals**. No animals of any kind shall be raised, bred or kept on any Lot, except that pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, or allowed to annoy neighbors and provided no more than 3 pets, only 2 of which may be dogs, may be permanently kept on any Lot. No animals, including pets, may be kenneled on any Lot. No pet is permitted on any portion of the common Areas while unattended or unleashed. No exotic pets are allowed. No animal displaying vicious propensities may be kept on any Lot. Pets that are found to be nuisance by the Developer or Committee will be required to be removed the Lot.

3.11. **Accessory Buildings and Structures; Utilities.** Accessory buildings or structures, including, but not limited to, storage sheds, and detached garages and above ground swimming pools, are expressly prohibited within the Property, except where approved in writing in advance by the Developer or Committee, whichever is then applicable. All permanent utilities, including without limitation, natural gas, electric, and telephone, shall be underground. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities. Where reasonably possible, all utility meters and boxes located on the exterior of a residence shall be concealed from view from the public street.

3.12. **Mailboxes**. To provide continuity throughout the Property, each Owner shall purchase from Developer, a mailbox, newspaper tube, and post to be maintained on the Owner's lot in accordance with U. S. Postal Service regulations, which will be sold

and installed by the Developer for an installed purchase price that is consistent with the cost of labor and materials, and in accordance with industry standards.

3.13. **Temporary Buildings**. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.14. **Recreational Equipment**. No swing set, trampoline, or other play equipment or structure shall be installed on any Lot without the prior written approval of the Developer or Committee. Any such structure or equipment must be constructed predominantly of wood and be located in a rear yard at least 10 feet from each property line of the Lot. No basketball backboard, hoop, post and any other related equipment whether portable or permanently affixed, shall be placed on any Lot except in such locations as may be approved in writing by the committee. The Lot Owner shall maintain all such equipment in good repair and appearance. No such equipment shall ever placed, whether permanently or temporarily, adjacent to the street, in the unpaved portion of the street right of way. The location of each structure must also take into consideration the hazard presented by the proximity of the golf course and the chances of an errant golf ball.

No Swimming Pool or spa shall be installed on any Lot without the prior written approval of the Developer or Committee. All swimming pools shall be in ground pools. No above ground, inflatable or temporary pools of any kind shall be allowed on any lot. This prohibition shall not apply to temporary toddler pools with sidewalls not exceeding two (2) feet in height. The location of any pool or spa or other recreational equipment must be approved by the Developer or Committee. Any pool or spa shall be installed in the rear yard only. The Lot Owner shall maintain all such structures in good repair and appearance. The location of each structure must also take into consideration the hazard presented by the proximity of the golf course and the chances of an errant golf ball.

3.15. **Outdoor Storage**. No items (i.e. lawn mower, snow plow, bikes, toys, etc.) shall be stored outside the dwelling. These items must be stored inside unless being used.

3.16. **Construction Fencing**. Construction fencing shall be installed as necessary to provide a safe construction site. All construction fencing shall be removed as soon as the site can be considered safe without the construction fencing or when the building construction is substantially complete, whichever comes earlier.

3.17. **Construction Dumpster**. A construction dumpster shall be used during construction and emptied on a regular basis to prevent the blowing of debris.

3.18. **Construction Completion.** Construction of all Buildings shall be commenced (i.e., plans for such Buildings have been approved as required under the Declaration and these Covenants and the basement has been poured) within twenty-four (24) months after the closing of the purchase of the applicable Lot. In the event the provisions of the preceding sentence are not complied with, the Developer shall have the exclusive option to repurchase (the "**Option**"), on the terms hereinafter stated, all of the right, title and interest in and to the applicable Lot. Developer shall have the right to exercise the Option by written notice (the "**Option Notice**") to the Owner of the applicable Lot within ninety (90) days after expiration of the twenty-four (24) month period. The closing date for the Option (the "**Option Closing**") shall be the thirtieth (30th) day after Developer has delivered the Option Notice. The total purchase price to be paid at the Option Closing by Developer to an Owner for the applicable Lot shall be the purchase price originally paid by Owner. At the Option Closing, the applicable Single Family Lot shall be conveyed to Developer free and clear of any liens and encumbrances created by the act or default of the Owner, with real estate taxes levied for the year of the Option Closing prorated on a daily basis to the Option Closing date using the actual property taxes levied for the year of closing. If the actual tax levy is not known at the time of closing, Developer and the Owner shall prorate the real property taxes at the time of closing on a daily basis based on the net real property taxes for the previous year. Prior to the Option Closing, the Owner shall also furnish and deliver to Developer an updated title commitment. All costs of providing such title commitment, and of issuing the title policy pursuant to such commitment, shall be borne by the Owner and shall be paid at or before the Option Closing.

3.19. **Erosion Control.** Owner and Owner's contractors must maintain effective erosion control at all times before, during and after construction by using management practices outlined in the Dane County Erosion Control and Storm Water Management Manual, or such successor authority as has jurisdiction over the Property or portions thereof. If in the sole opinion of the Committee such effective erosion control is not in place, the Committee may install such erosion control upon twenty four (24)-hour notice to Owner and/or Owner's contractor (Owner's contractor being appointed as agent for Owner to receive such notice) or immediately without notice if emergency circumstances exist. Erosion Control costs shall remain the responsibility of the Owner and may be assessed to the Owner, pursuant to the Declaration, in the event the Association or Town of Windsor assumes maintenance responsibilities.

Note: LOTS 1 TO 6 (INCLUSIVE), 12 AND 13 OF THE PLAT ARE WITHIN A SHORELAND ZONE AND MAY BE SUBJECT TO ADDITONAL EROSION CONTROL REQUIREMENTS. (That is, these lots are within 300 feet of the ordinary high water mark (OHWM) of the Yahara River. Compliance is Owner's responsibility.)

3.20. **Parking.** Parking of commercial or service vehicles having a gross vehicle weight in excess of 20,000 pounds, and owned or operated by residents within the

Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, snowmobiles, all terrain vehicles, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than two (2) vehicles in the driveway or on the street within the Property, by the residents or owners of any one residence in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall strictly prohibit the parking of inoperable/unlicensed vehicles being parked anywhere on the lot except completely inside a garage. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed thirty-six (36) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time. There shall be absolutely no vehicle maintenance or lubrication permitted anywhere within the lot except the washing of cars in driveways.

3.21. **Maintenance; No Encroachment on Easements.** All areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. The Owner shall keep each lot, and all improvements, in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by residence, garage and driveway. Owners of lots within the Property understand that they may not place, erect or maintain any structure, improvements, personal property or any other encroachment on any outlot or within any public stormwater or utility easement within the Property.

NOTE: This section is intended to and expressly applies to Madison Metropolitan Sewerage District's sewer interceptor easement depicted on Lots 4, 5, 12 and 13 of the Plat. Madison Metropolitan Sewerage District shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate the aforementioned requirements and obligations set forth in this section 3.21, and the prevailing party shall be awarded reasonable attorneys fees and costs, and any person violating the covenants or restrictions set forth in this section 3.21 shall be liable for all costs of removing any such violation.

3.22. **Time Deadlines**. Construction of all buildings shall be completed within nine (9) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to

matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay. All residences constructed within a lot, including exterior finishes, must be completed within nine (9) months of the issuance of a building permit, except that such time may be extended, in writing, by the Developer or Committee for good cause shown. Landscaping (including grading, walkways, sodding, and seeding) shall be completed within ninety (90) days after substantial completion of the exterior construction of the residence, provided weather conditions so allow. If weather conditions do not allow, such time shall be extended until such time as weather conditions do allow.

3.23. **Fences; Satellite Dishes.** A. Fences and Dishes. No fence or enclosure may be constructed on any Lot, except decorative or ornamental landscape fencing approved by the Developer or Committee. Chain link fencing is specifically prohibited. No satellite signal receiving station or dish may be placed on any lot, except that each lot is allowed satellite dishes the diameter of which is 18 inches or smaller, if placed in an architecturally attractive location. The dishes shall be placed on the lot so as to make it as non-visible as reasonably possible from any public street. Placement of the dish shall be approved in writing by the Developer or Committee prior to installation. Exterior lighting on any lot shall be of such focus and intensity so that the residents of adjacent lots shall not be disturbed.

B. Other Limitations. Except to the extent preempted by federal law, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

3.24. **Offensive Activities.** No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood, including but not limited to, loud or unreasonable noise. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage and driveway. No open burning or burning barrels shall be allowed on any lot. Trash containers must be stored in or behind garages and may be placed at the driveway or street only on days of trash collection. No hunting shall be allowed within the Property.

3.25. **Grade Changes**. The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.26. **Redivision of Lots.** No lot as platted shall be resubdivided without the approval of the Town of Windsor. No boundary line within the Property shall be changed, except with the approval of the Developer or the Committee, whichever is then applicable. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

3.27. **Signs.** No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, (b) signs erected by Developer advertising lots within the Property for sale, and (c) monument signs at the plat entrance(s) identifying the plat.

3.28. **Zoning Compliance**. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all set-back requirements imposed by local ordinance. The Developer or the Committee, whichever is then applicable, shall have the right to change the set-back requirements for new construction within the Property from time-to-time, in their sole discretion, but such requirements shall never be less than the then applicable requirements of governmental zoning requirements or local ordinances.

3.29. **Stormwater.** No Owner of any lot shall re-grade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area. No Owner or any person or entity acting on the Owner's behalf may change the elevation or side slopes of any ditch or ditches adjacent to the public streets without the written permission of the Developer or Committee. If such activity occurs, the Owner shall restore the ditches to their originally constructed condition upon request of the Developer or Committee.

3.30. **Landscaping.** A. Plan Approval. Grading and landscaping plans must be submitted to the Developer or Committee for approval prior to the start of construction. The elevation of a lot may not be changed so as to materially affect the surface elevation or grade or water drainage to or from any adjacent lot, ditch or storm water conveyance area.

B. Objectionable Trees. No objectionable trees or shrubbery including, but not limited to, cottonwood or box elder trees, shall be planted on any lot. The Owner shall remove dead or diseased trees from the lot.

C. General Requirements. The following landscaping requirements apply to all lots within the Property:

(a) All yards must be either (i) sodded or (ii) or seeded and fertilized, including street terraces.

(b) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(c) The landscaping plan for each lot shall achieve a minimum of 300 landscaping point as determined by the following point schedule in order to be approved by the Developer or the Committee:

Canopy tree (2"-3" caliper at 18 inches)	75 pts.
Canopy tree (3"-4" caliper at 18 inches)	100 pts.
Canopy tree (greater than 4" at 18 inches)	150 pts.
Canopy tree or small tree (1-11/2" caliper	50 pts.
at 18 inches, i.e. Crag, Hawthorn, etc.)	50 pts.
Evergreen tree (4 to 6 feet in height)	10 pts.
Large deciduous tree (3-year transplant – 36" min.)	10 pts.
Small deciduous tree (3-year transplant – 18" min.)	5 pts.
Evergreen shrub (3-year transplant – 24" min.)	5 pts.

3.31. **Assignment of Rights.** The Developer, after seventy-five percent (75%) of the lots within the Property have been sold, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee.

3.32. **Term; Standing; Enforcement.** Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.33 below. If any person, or his/her heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, the Committee or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

Notwithstanding the foregoing, and solely with respect to sections identified in this paragraph (see below), the Town of Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. This provision also grants the Town the right, but not the obligation to enforce the specified sections identified in this paragraph (see below). None of the specified sections may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration without first obtaining authorization from the Town of Windsor:

Section	Name (If there is a conflict between name and number, name controls.)
3.6	Minimum Elevations
3.19	Erosion Control
3.21	Maintenance; No Encroachments
3.25	Grade Changes
3.26	Redivision of Lots
3.28	Zoning Compliance
3.29	Stormwater
3.32	Term; Standing; Enforcement
3.33	Release or Waiver
3.38	Remedies
3.39	No Annexation
3.40	Town Architectural Review

3.33. **Release or Waiver.** Article 3 hereof, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer alone, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, or no longer owns any lots within the Property, then by an instrument in writing signed by the Owners of a majority of the lots subject to this Declaration, except that sections identified in Section 3.32 above may not be amended without also obtaining the consent of the Town of Windsor.

3.34. **Invalidity; Governing Law.** 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. This Declaration shall be governed by and construed under the laws of the state of Wisconsin, without regard to conflict of laws rules.

3.35. **Approval Deadline.** In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or Committee, within thirty (30) business days after the same have been submitted to the approving authority in writing in a complete submission, then such approval shall not be required in that instance.

3.36. **Standards.** In exercising any authority under Article 3 of this Declaration, the Developer or Committee, as appropriate, shall act in accordance with the following standards:

(a) to assure the most appropriate development and improvement of the Property;

(b) to protect each Owner of a lot against improper uses by other lot owners;

(c) to preserve the beauty of the Property;

(d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;

(e) to encourage and secure the erection of attractive, adequate sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and

(f) to provide for high quality improvements which will protect the investments of purchasers of lots.

3.37. **No Liability.** The Developer and the 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, site, grading or landscaping plan or any other matter, including any loss arising out of the negligence of the Developer or Committee. Similarly, by accepting the right, but not the obligation to enforce certain provisions of this Declaration, neither the Town of Windsor nor Madison Metropolitan Sewerage District assume liability for any loss suffered by any person arising out the Town of Windsor's and/or Madison Metropolitan Sewerage District's enforcement or failure of enforcement of provisions set forth in this Declaration. Neither the Town of Windsor's nor the Madison Metropolitan Sewerage District's successors or assigns waive governmental immunity, which immunity is expressly reserved to the full extent of the law.

3.38. **Remedies.** If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, the Committee or the Town of Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation. The Town of Windsor shall have the right to impose special charges or special assessments against the lots within the Property for costs incurred by the Town to maintain drainage swales, ditches, drainage ways, stormwater detention areas, within the Property and Outlot 1.

3.39. **Annexation.** No Owner may at any time petition to annex all or any part of the Property to any city or village under applicable annexation laws, in the capacity of a land owner.

3.40. **Town Architectural Review**. All Owners within the Property are hereby notified that the Town of Windsor has adopted "An Ordinance to Require Design Variety on Single-Family and Duplex Residential Structures", Ordinance No. 2011-05 ("Diversity Design Ordinance"), which applies to lots within the Property in accordance with its terms, subject to certain exemptions set forth in the Ordinance. The stated purpose of the Ordinance is to: "(a) Protect property values and neighborhood character by minimizing impairment to or depreciation of existing development; (b) Enhance aesthetics; (c) Promote physical, visual and functional compatibility within a development; and (d) Ensure adequate architectural variety within Windsor's neighborhoods." A copy of the Ordinance can be obtained from the Town Clerk at the Windsor Town Hall. As of the date of execution of this Declaration, the Ordinance is administered by the Town Building Inspector and Town Engineer who can be contacted through the Town offices at the Windsor Town Hall. The obligations set forth in this section 3.40 shall inure to the benefit of the Town's successor and assigns, and any successor's or assigns' Design Diversity Ordinance that is substantially the same as the ordinance referenced herein.

3.41. **Variances.** Except for sections identified in section 3.32 above, for which no variances may be granted without approval of the Town of Windsor or its successors or assigns, and in addition to the rights of the Developer to modify, release, waive or cancel provisions hereof under section 3.27 above, the Developer or the Committee may grant variances from any of the provisions of this Article 3 where such variance would assist in carrying out the spirit and intent of this Declaration, where strict application of the provision would result in hardship to the person seeking the variance.

3.42. **Outlots.** A. **Use of Outlots**. Outlot 1 within the Plat has been dedicated and shall be conveyed to the Town of Windsor for the purposes set forth on the Plat, and

is owned and controlled by the Town of Windsor, and its use is subject to the control of the Town of Windsor, subject to the provisions of any stormwater management agreement for Outlot 1 between the Town of Windsor, Developer and the Association, or with Developer, the Association, and Dane County, and any use thereof is subject to the approval of the Town of Windsor. While the Association has an obligation to maintain Outlot 1 as set forth in the stormwater management agreement, the Association has no ownership interest in any of Outlot 1.

As set forth herein, Outlots 2 and 3 of the Plat are currently owned by the Developer, and no use may be made of said Outlots 2 and 3 without the approval of Developer or its successors and assigns. Developer is hereby obligated to maintain Outlots 2 and 3 in accordance with the lots governed by this Declaration until such time as Developer combines said Outlot 2 with CSM Lot 1, and Developer combines said Outlot 3 with CSM Lot 2. Outlots 2 and 3 are subject to this Declaration.

B. Notice to Lot Owners. Owners and residents within the Plat are hereby advised that these lots are nearby or adjacent to Lake Windsor Golf Course. Owners and residents are advised to be aware of errant golf balls.

ARTICLE 4

Property Owners of Blue Addition to Lake Windsor, Inc.

Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Property Owners of Blue Addition to Lake Windsor, Inc. its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean this Declaration of Covenants, Restrictions, Conditions and Easements, as it may from time-to-time be amended.

4.3A "Stormwater Management Measures" shall mean the Stormwater Detention Pond and Drainageways described in the "Declaration of Restrictions and Maintenance Requirements for Stormwater Detention Pond and Drainageways and Waiver of Right to

Contest Special Assessments and Charges," which is recorded in the Dane County Register of Deeds office, and incorporated by reference as if set forth in full herein.

Association Membership and Board of Directors

4.4. Members. Every Owner in fee simple of a Lot shall automatically be deemed to be a member of the Association. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to and does not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. If this Declaration is expanded to include additional property as described in section 2.2 above, membership in the Association may be expanded to include owners of platted lots and associations of condominium unit owners within such additional property on such terms, and with such voting rights, as are set forth in the amended or supplemental declaration of covenants and restrictions used to expand this Declaration to such additional property.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

4.6 Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners of Lots, with the exception of the Developer. Class A Members shall be entitled to one vote for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Developer. The Class B member shall be entitled to two (2) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the happening of either of the following events, whichever occurs earlier:

(i) The Developer shall have notified the Board of Directors of the Association in writing that no further properties will be brought within the jurisdiction of the Association by the recording of amended or supplemental declarations and the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(ii) The thirtieth (30th) anniversary of the date this Declaration is recorded.

4.7 Obligations of the Association. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for enforcing this Declaration and for the exclusive management and control of the Stormwater Management Measures and all improvements thereto (including furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be governed in accordance with the Association's Articles and Bylaws.

4.8 Damage or Destruction of Stormwater Management Measures by Owner. In the event any Stormwater Management Measures are damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or member of his or her family, such Owner does hereby authorize the Association to repair said damaged area; the Association shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area involved, or as the area may have been modified or altered subsequently by the Association in the discretion of the Association. The amount necessary for such repairs shall become a special assessment upon the Lot of said Owner.

4.9 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, solely for the purpose of defraying the pre-litigation and litigation related costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions and for maintaining and improving the Stormwater Management Measures described in the "Declaration of Restrictions and Maintenance Requirements for Stormwater Detention Pond and Drainageways and Waiver of Right to Contest Special Assessments and Charges," which is recorded in the Dane County Register of Deeds office. The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total number of Lots. The denominator is subject to increase should additional property be added under Section 2.2. Furthermore, if additional property is added that is not single-family residential property, the apportionment of charges between such property and the Lots shall be as set forth in the amendment to this Declaration that adds the additional property. Such charges shall be paid annually to the Association on or before April 1 of each year.

4.10 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in this Declaration for which the general annual charges are inadequate.

4.11 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof,

shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Twelve Percent (12%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the Town of Windsor. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an Owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorney's fees, title charges and court costs and other costs incurred shall be added to and become a part of such charge.

4.12. Term. Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat of Windsor Blue Addition to Lake Windsor is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.13 below.

4.13. Cancellation, Release, Amendment or Waiver. Article 4 hereof, or any part thereof, may be cancelled, released, amended or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

4.14. Severability. 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.

[Signatures on next 2 pages.]

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 21st day of May, 2015.

WINDSOR GOLF VENTURES, INC.

By: _____
Timothy W. Gotzion, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 21 day of May, 2015, before me, a Notary Public, personally appeared Timothy W. Gotzion, as President of Windsor Golf Ventures, Inc., to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Windsor Golf Ventures, Inc.

_____

Notary Public, State of Wisconsin
My Commission: 2-19-2019

DEANNE SKORA NOTARY PUBLIC STATE OF WISCONSIN

ACKNOWLEDGEMENT BY
TOWN OF WINDSOR

The above and foregoing Declaration is duly acknowledged following review at the regular meeting of the Town Board of the Town of Windsor on the 21 day of May, 2015.

TOWN OF WINDSOR

By: Robert W. Wipperfurth
Robert W. Wipperfurth, Chairperson

Attest:

By: Christine Capstran
Christine Capstran, Town Clerk

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 21 day of May, 2015, before me, a Notary Public, personally appeared Robert E. Wipperfurth and Christine Capstran, known to me as the Town Chairperson and Town Clerk of the Town of Windsor, who being by me duly sworn, did depose and say that he/she executed said document on behalf of the Town of Windsor.

Notary Public, State of Wisconsin
My Commission: May 23, 2017

NOTARY PUBLIC
AMY ANDERSON SCHWEPPE
STATE OF WISCONSIN

CONSENT OF MORTGAGEE

The undersigned, DMB Community Bank, consent to and subordinate the liens of any mortgages on the Property to the terms and provisions of this Declaration this 21 day of May, 2015.

DMB Community Bank

By: Lynn A. Duesing

Lynn A. Duesing

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 21 day of May, 2015, before me, a Notary Public, personally appeared Lynn A. Duesing to me known, who being by me duly sworn, did depose and state that s/he executed said document on behalf of DMB Community Bank.

Notary Public, State of Wisconsin
My Commission: is permanent

DAVID J GROVE NOTARY PUBLIC STATE OF WISCONSIN

This instrument drafted by:
Timothy W. Gotzion

EXHIBIT A

TABLE OF MINIMUM FOUNDATION ELEVATIONS

Certain lots within the Property have minimum basement floor elevations established pursuant to this Declaration. Minimum elevations are listed below. These minimum basement floor elevations are expressed in a number of feet above sea level, using the same system as the elevation of the plat was determined by the surveyor. All of the minimum basement floor elevations designated below are incorporated by reference herein and made a part of this Declaration and shall be binding on each owner of the lots so designated and their heirs, personal representatives, successors and assigns. See also Section 3.6 of this Declaration.

PLAT LOT	MINIMUM BASEMENT FLOOR ELEVATION
1, 2, 3, 4, 5 and 6	871 feet NAVD 88
11, 12 and 13	873 NAVD 88

All plans submitted to the Developer or Committee for approval of plans for a residence on any lot shall show clearly the basement floor elevation thereon, and the Developer or Committee may reject any plans not clearly establishing the basement floor elevation on such plans or otherwise failing to conform to these restrictions. **It is each Owner's responsibility to assure that any building constructed on its Lot meets these minimum elevations as built.**

Certification is Required. Within seven (7) days as such time as the basement slab on any lot is completed, the Owner of such Lot shall obtain from a registered land surveyor a certification that the minimum basement floor elevation of such residence conforms to the approved plans under Section 3.6 A. of the Declaration, and that the finished grade elevations on such lot conform to the approved elevations under Section 3.6 B. of the Declaration.

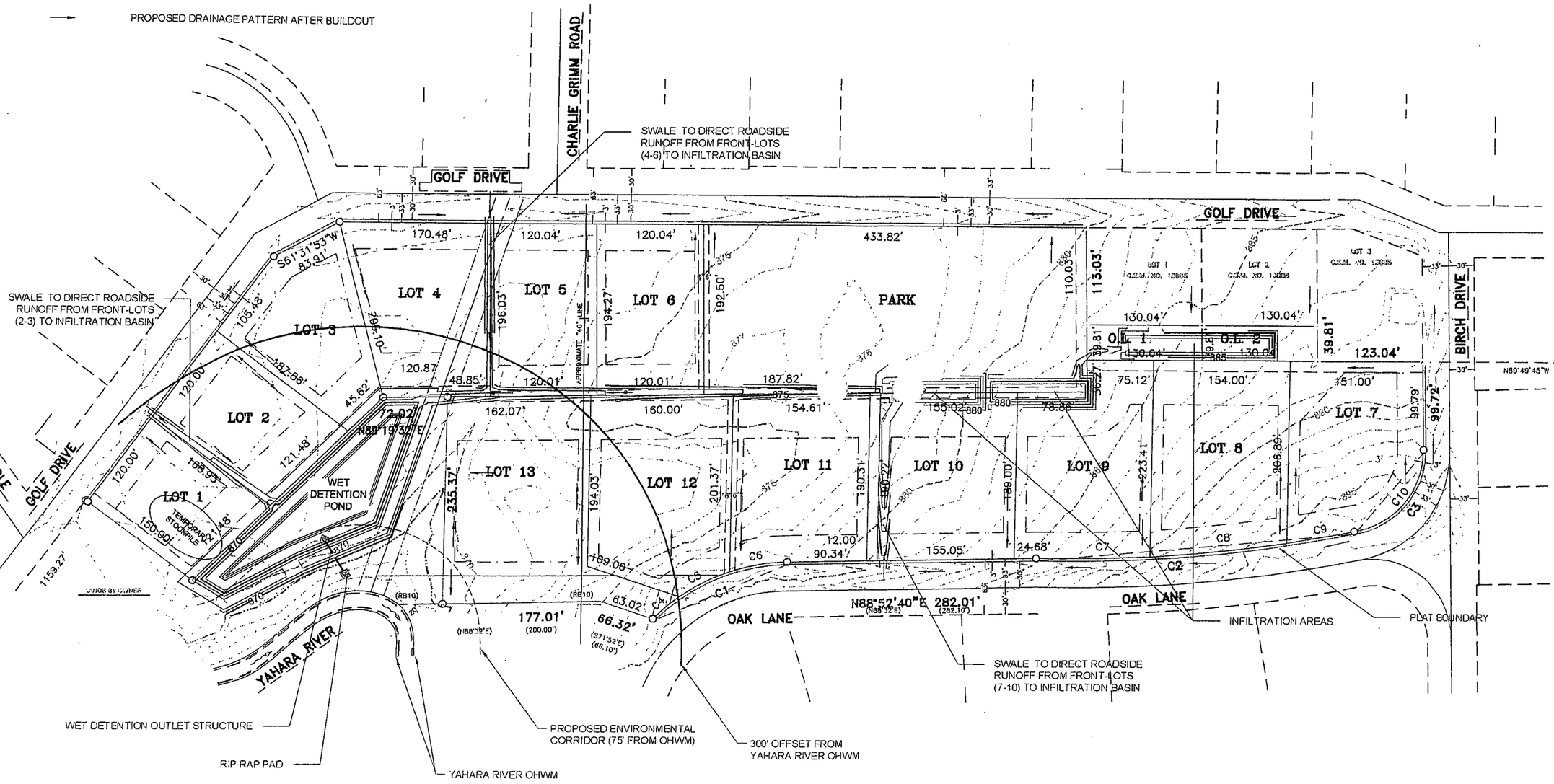
The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots.

LEGEND

- EXISTING MINOR CONTOUR
- 880 EXISTING MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- 875 PROPOSED MAJOR CONTOUR
- ROAD RIGHT OF WAY
- PROPOSED DRAINAGE PATTERN AFTER BUILDOUT

NOTES:

1. FINAL GRADES HAVE NOT BEEN DETERMINED, THE DRAINAGE PATTERNS SHOWN WILL BE MAINTAINED DURING PHASED SITE BUILDOUT.
2. DANE COUNTY PARCELS NO. 091030492808 AND 091030496520 TO BE SUBDIVIDED (SEE FIGURE 1). THE TOTAL COMBINED AREA OF PARCELS IS 22.247 AC.
3. RIP RAP PAD AND WET DETENTION OUTLET STRUCTURE CONSIDERED TO BE IMPERVIOUS AREAS
4. TOTAL NEW IMPERVIOUS AREA IS APPROX. 70 S.F. ALL REMAINING AREAS (22.245 AC.) TO REMAIN VEGETATED



NOTE: TOTAL RIP RAP AREA APPROXIMATELY 70 SQ. FT

DRAWN BY	CHECKED BY
RSS	DJH

NO	REVISION / ISSUE	DATE
1.	GRADING AND NOTE REVISIONS, ADDED STOCKPILE	1/5/14
	ADDED LEGEND, UPDATED SHEET NUMBER	

MONTGOMERY ASSOCIATES: RESOURCE SOLUTIONS, LLC
119 SOUTH MAIN ST
COTTAGE GROVE, WI53527
www.ma-rs.org

SHORELAND ZONING PERMIT PLAN

WINDSOR BLUE PLAT DEVELOPMENT

Town of Windsor
Dane County WI

Windsor Golf Ventures INC

IF THIS BAR DOES NOT MEASURE 1" THEN DRAWING IS NOT TO SCALE

0 ½ 1

SCALE	
1"=120'	
PROJECT NO	DATE
1652	02/03/15

SHEET NO

1/1

P:\1652 - Windsor Blue\Drawings\Windsor Blue Shoreland Zoning Submittal.dwg

EXHIBIT B
LEGAL DESCRIPTIONS AND TAX PARCEL IDENTIFICATION NOS.

Plat of Blue Addition To Lake Windsor
(except for the Park on Outlot 1 which is excluded)
And Lots 1, 2 and 3 of Certified Survey Map 13005,
Recorded as Doc. No. 4144251,
All Located in the Town of Windsor,
Dane County, Wisconsin

Lots In Plat	Parcel Identification Number
Lot 1	068/0910-304-5501-0
Lot 2	068/0910-304-5512-0
Lot 3	068/0910-304-5523-0
Lot 4	068/0910-304-5534-0
Lot 5	068/0910-304-5545-0
Lot 6	068/0910-304-7106-0
Lot 7	068/0910-304-7117-0
Lot 8	068/0910-304-7128-0
Lot 9	068/0910-304-7139-0
Lot 10	068/0910-304-7150-0
Lot 11	068/0910-304-7161-0
Lot 12	068/0910-304-7172-0
Lot 13	068/0910-304-5563-0
OutLot 1	Expressly Excluded
OutLot 2	068/0910-304-7225-0
OutLot 3	068/0910-304-7250-0

Lots In CSM 13005	Parcel Identification Number
Lot 1	068/0910-304-9710-0
Lot 2	068/0910-304-9720-0
Lot 3	068/0910-304-9730-0