

**VILLAGE OF WINDSOR
BOARD RESOLUTION 2016-74**

**APPROVAL OF DOCUMENTS RELATED TO
WINDSOR CROSSING DEVELOPMENT INCLUDING
FIRST AMENDMENT TO PURCHASE AGREEMENTS,
DEVELOPMENT AGREEMENTS, AND COVENANTS
(COMMERCIAL, MULTIFAMILY AND SINGLE FAMILY)**

WHEREAS, in order for the Community Development Authority of the the Village of Windsor (“CDA”) to proceed with development of Windsor Crossing (the “Project”), the CDA, as Seller and WINDSOR CROSSING, LLC, by David M. Jenkins, Manager, as Buyer and Developer (“Developer”), must satisfy various requirements of the Village of Windsor, including approval and execution of updated Purchase Agreements (the “First Amendments”), development agreements and covenants; and

WHEREAS, following review of the Project as a whole and certain of the above-described documents, the Village Board has determined that it is appropriate to approve certain essential documents in order to allow the Project to move forward smoothly and on a timetable that is important to the CDA and Developer; and

WHEREAS, the Village Board hereby approves and authorizes execution of certain essential documents, all as set forth herein.

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

1. The First Amendments to the Purchase Agreements for the Commercial, Multifamily and Single Family, attached as **Exhibits A, B** and **C** and incorporated herein by reference, are hereby approved.
2. The following approvals and documents shall be required for the Replat of Windsor Crossing Single Family portion of the Project:
 - a. Development Agreement using 2016 Windsor Template, which shall be tailored to this Project by the Village Attorney and presented to the Village Board for review and approval in June.
 - b. Private Restrictive Covenants for Replat of Windsor Crossing, attached as **Exhibit D** and incorporated herein by reference, are hereby approved.
 - c. Agreement between Village and Developer regarding Private Covenants, attached as **Exhibit E** and incorporated herein by reference, is hereby approved.
3. The following approvals and documents shall be required for the Multifamily portion of the Project:
 - a. Agreement between Village and Developer Establishing Covenants for Multifamily, which shall be presented to the Village Board for review and approval in June.
 - b. Site Plan Approval (*see* Board Resolution 2016-60).

- c. Ordinance Amendments related to land divisions and certified survey maps, which shall be reviewed by the Village at a meeting in June 2016.
4. The following approvals and documents shall be required for the Commercial portion of the Project:
 - a. Site Plan Approval, which review shall occur based on a proposal presented by the Developer.
5. The following approvals and documents are necessary prior to recording of the following:
 - a. FOR REPLAT:
 - i. See Board Resolution 2016-44.
 - ii. Approval of Discontinuance and Vacation of Roads and Release of Utility Easements in Original Plat of Windsor Crossing (*see* Board Resolution 2016-73).
 - b. FOR EAST CSM:
 - i. See Board Resolution 2016-18.
 - ii. Approval of Release of Condominium Plat, which shall be presented to the Village Board for review and approval in June.
 - c. FOR WEST CSM:
 - i. See Board Resolution 2016-19.
 - ii. Recording of documents regarding Outlot 2 (*see* Board Resolutions 2016-48 and 2016-78).
6. The Village of Windsor and the Village of DeForest shall execute an update to the cooperative plan that updates Exhibit 6 to reflect this Project, as agreed between the Villages.
7. The Village President and Village Clerk are hereby authorized to execute documents approved by the Village Board on behalf of the Village of Windsor, as appropriate. Fully executed originals of the documents attached hereto as Exhibits shall be provided to the Director of Planning & Development for recording at the Dane County Register of Deeds Office, at the Developer's expense. If fully executed originals have not been provided by the Developer within six (6) months of the date of approval of this Village Board Resolution, then these approvals shall expire and the documents shall no longer be of any force or effect, unless extensions are approved by the Village Board.
8. As a further condition of approval of this Village Board Resolution, Developer shall promptly and fully reimburse the Village of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Project to date including, but not limited to, the cost of professional services incurred by the Village of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor on May 25, 2016, by a vote of 4 in favor and 0 opposed.

VILLAGE OF WINDSOR

Robert E. Wipperfurth
Robert E. Wipperfurth, President

Bruce R. Stravinski
Bruce Stravinski, Trustee

Monica M. Smith
Monica M. Smith, Trustee

Excused Absence
Donald G. Madelung, Trustee

Alan Buchner
Alan Buchner, Trustee

Attested by:

Tina Butteris
Tina Butteris, Deputy Village Clerk

Incorporated by Reference:

- Exhibit A First Amendment to Purchase Agreement- Commercial
- Exhibit B First Amendment to Purchase Agreement- Multifamily
- Exhibit C First Amendment to Purchase Agreement- Single Family
- Exhibit D Private Restrictive Covenants for Replat of Windsor Crossing
- Exhibit E Agreement between Village and Developer regarding Private Covenants

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

(COMMERCIAL PHASE)

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") is entered into between Windsor Crossing, LLC, a Wisconsin limited liability company ("Buyer") and the Community Development Authority of the Village of Windsor ("Seller"), as of the date of the last of the parties' signatures hereto (the "Effective Date").

RECITALS:

A. Buyer and Seller entered into a Purchase and Sale Agreement (Commercial Phase), dated effective as of October 20, 2015 (the "Agreement"), concerning the certain real estate located in the Village of Windsor, Dane County, Wisconsin, more fully described therein.

B. Buyer and Seller desire to amend the Agreement on the terms and conditions set forth herein.

AMENDMENT:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as provided in the Agreement.

2. Updated Phasing Schedule. Section 2 of the Agreement is hereby amended and restated as follows:

Phased Acquisition. During the term of this Agreement, Buyer may purchase the Property in one or more phases, the closing process for which is more fully described in Section 9 below. Buyer shall have the right, not the obligation, to purchase the entirety of the Property. So long as Buyer exercises its right to acquire at least a portion of the Property within the timeframe set for Phase 1, Buyer will have the right to continue acquiring additional portions of the Property in accordance with the Phasing Schedule (defined below). Notwithstanding anything to the contrary contained herein, if Buyer fails to timely close on the acquisition of a portion of the Property as set forth in the Phasing Schedule, then (a) all Earnest Money paid directly to the Seller shall be retained by the Seller, and all Earnest Money then being held by the Title Company shall be paid to Seller; and, (b) the Agreement shall be deemed terminated and neither party shall have any further obligation hereunder.

The anticipated phasing plan is depicted on Exhibit B (the "Phasing Schedule") and described as follows:

Phase 1: Two parcels totaling 187,675 square feet, to be acquired at a purchase price of Six and no/100 Dollars (\$6.00) per square foot of Net Useable Area, closing on or before June 30, 2016.

Phase 2: Two parcels totaling 125,025 square feet, to be acquired at a purchase price of Six and 25/100 Dollars (\$6.25) per square foot of Net Useable Area, closing on or before April 1, 2017.

Phase 3: Two parcels totaling 100,188 square feet, to be acquired at a purchase price of Six and 00/100 Dollars (\$6.00) per square foot of Net Useable Area, closing on or before April 1, 2018.

Phase 4: Two parcels totaling 145,926 square feet, to be acquired at a purchase price of Five and 50/100 Dollars (\$5.50) per square foot of Net Useable Area, closing on or before April 1, 2019.

Phase 5: Two parcels totaling 185,130 square feet, to be acquired at a purchase price of Three and 50/100 Dollars (\$3.50) per square foot of Net Useable Area, closing on or before April 1, 2020.

As used herein, the term "Net Usable Area" means the gross square footage of the portion of the Property less the "Unusable Area" as depicted on Exhibit C, which is the portion of the Property dedicated for North Towne Road (including the connection to the west) and the environmental corridor running through the middle of the Property. The Net Usable Area, determined in accordance with the foregoing, shall be calculated by the parties prior to Closing using the final certified survey map, condominium plat, subdivision plat or other similar survey instrument.

3. Updated Exhibit B. The Phasing Schedule attached as Exhibit B to the Agreement is hereby superseded by and replaced with Exhibit B attached to this First Amendment.

4. Collateral Assignment. Following Buyer's acquisition of Phase 1 of the Property, Buyer intends to improve the Property by (i) grading the Property to ready it for development, (ii) extending North Towne Road to provide access to the Property; and installing utilities within the North Towne Road right-of-way to serve the Property, all in accordance with a development agreement to be approved by the Village (the "Development Agreement"). At the Phase 1 Closing, Buyer shall be permitted to provide a collateral assignment of the Purchase and Sale Agreement and the Development Agreement to Buyer's lender and to record a memorandum of said agreements and collateral assignments against the Property.

5. Ratification. Except as modified by this First Amendment, the Agreement is ratified and confirmed. In the event of any conflict between the terms and conditions of the Agreement and this First Amendment, this First Amendment shall, in all cases, control.

6. Entire Agreement. This First Amendment constitutes the entire understanding of the parties with respect to the amendment of the Agreement. Any and all prior understandings, whether oral or written, are merged into this First Amendment, which alone represents the full, complete and integrated understanding of the parties with respect hereto.

7. Counterparts; Facsimile. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by electronic mail (i.e., email) shall be deemed to be original signatures for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

BUYER:
WINDSOR CROSSING, LLC

By: David M. Jenkins
David M. Jenkins, Manager

Date: 08/04/16

SELLER:
COMMUNITY DEVELOPMENT AUTHORITY OF
THE VILLAGE OF WINDSOR

By: Steve Austin
Steve Austin, Chairperson

Date: 8/16/16

Attest:

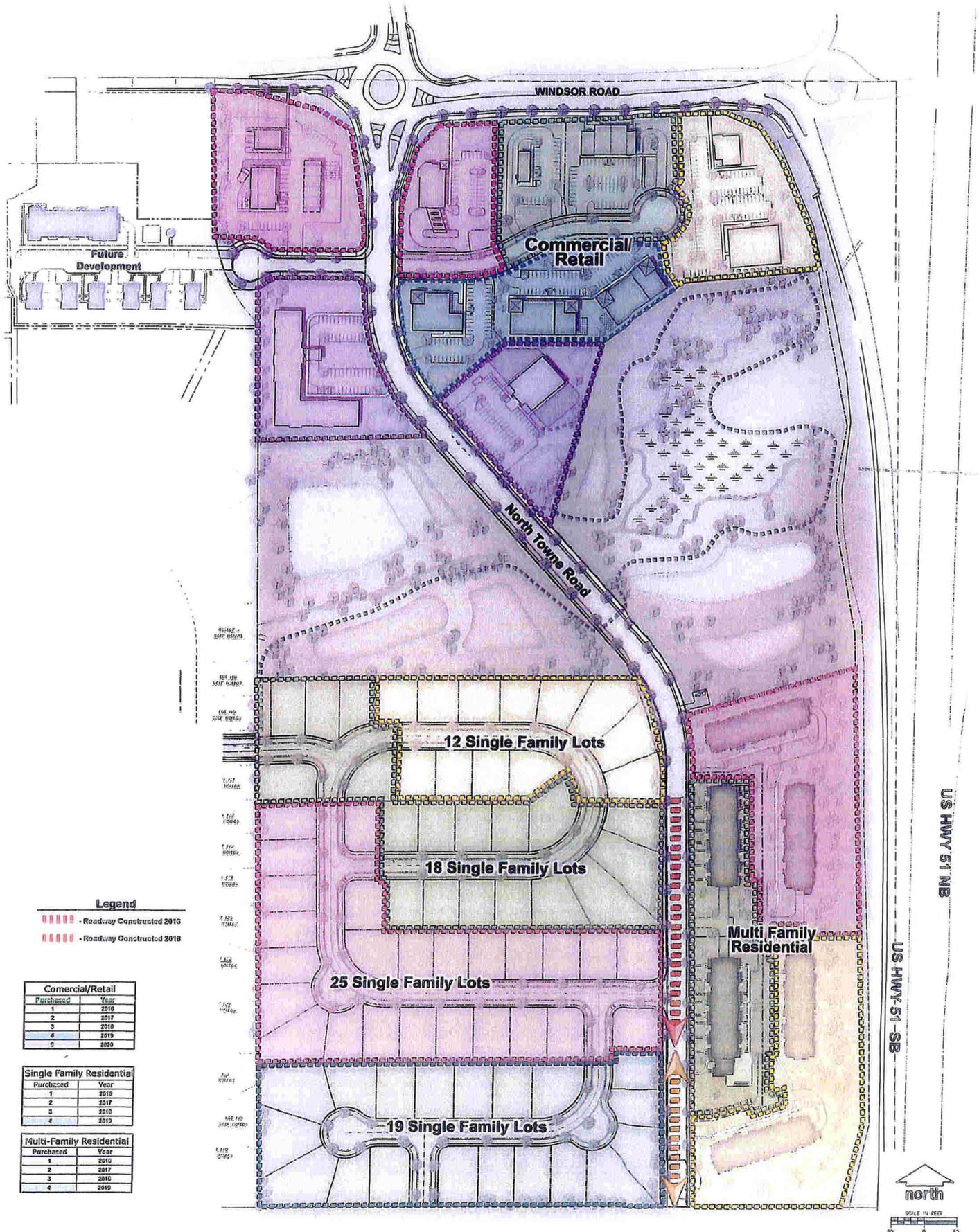
By: Kevin Richardson
Kevin Richardson, P.E., BCCE, Executive Director

Date: 5/25/14

EXHIBIT B

ANTICIPATED PHASING PLAN

[attached]



Legend

- ▬▬▬▬ - Roadway Constructed 2016
- ▬▬▬▬ - Roadway Constructed 2018

| Commercial/Retail | |
|-------------------|------|
| Purchased | Year |
| 1 | 2016 |
| 2 | 2017 |
| 3 | 2018 |
| 4 | 2019 |
| 5 | 2020 |

| Single Family Residential | |
|---------------------------|------|
| Purchased | Year |
| 1 | 2016 |
| 2 | 2017 |
| 3 | 2018 |
| 4 | 2019 |

| Multi-Family Residential | |
|--------------------------|------|
| Purchased | Year |
| 1 | 2016 |
| 2 | 2017 |
| 3 | 2018 |
| 4 | 2019 |

US HWY 51 NB

US HWY 51 SB



WINDSOR CROSSING

PHASING PLAN
VILLAGE OF WINDSOR, WI
REVISED 03.02.19

FOR ILLUSTRATION PURPOSES ONLY



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

(MULTIFAMILY PHASE)

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") is entered into between Windsor Crossing, LLC, a Wisconsin limited liability company ("Buyer") and the Community Development Authority of the Village of Windsor ("Seller"), as of the date of the last of the parties' signatures hereto (the "Effective Date").

RECITALS:

A. Buyer and Seller entered into a Purchase and Sale Agreement (Multifamily Phase), dated effective as of October 20, 2015 (the "Agreement"), concerning the certain real estate located in the Village of Windsor, Dane County, Wisconsin, more fully described therein.

B. Buyer and Seller desire to amend the Agreement on the terms and conditions set forth herein.

AMENDMENT:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as provided in the Agreement.

2. Updated Phasing Schedule. Section 2 of the Agreement is hereby amended and restated as follows:

Phased Acquisition. During the term of this Agreement, Buyer may purchase the Property in one or more phases, the closing process for which is more fully described in Section 9 below. Buyer shall have the right, not the obligation, to purchase the entirety of the Property. So long as Buyer exercises its right to acquire at least a portion of the Property within the timeframe set for Phase 1, Buyer will have the right to continue acquiring additional portions of the Property in accordance with the Phasing Schedule (defined below). Notwithstanding anything to the contrary contained herein, if Buyer fails to timely close on the acquisition of a portion of the Property as set forth in the Phasing Schedule, then (a) all Earnest Money paid directly to the Seller shall be retained by the Seller, and all Earnest Money then being held by the Title Company shall be paid to Seller; and, (b) the Agreement shall be deemed terminated and neither party shall have any further obligation hereunder.

The anticipated phasing plan is depicted on Exhibit B (the "Phasing Schedule") and described as follows:

Phase 1: A parcel of land consisting of approximately 156,854 square feet, to be acquired at a purchase price of Two and 25/100

Dollars (\$2.25) per square foot of Net Useable Area, closing on or before June 30, 2016.

Phase 2: A parcel of land consisting of approximately 135,570 square feet, to be acquired at a purchase price of Two and 30/100 Dollars (\$2.30) per square foot of Net Useable Area, closing on or before April 1, 2017.

Phase 3: A parcel of land consisting of approximately 178,626 square feet, to be acquired at a purchase price of Two and 55/100 Dollars (\$2.55) per square foot of Net Useable Area, closing on or before April 1, 2018.

As used herein, the term "Net Usable Area" means the gross square footage of the portion of the Property less the "Unusable Area" as depicted on Exhibit C, which is the portion of the Property dedicated for North Towne Road (including the connection to the west) and the environmental corridor running through the middle of the Property. The Net Usable Area, determined in accordance with the foregoing, shall be calculated by the parties prior to Closing using the final certified survey map, condominium plat, subdivision plat or other similar survey instrument.

3. Updated Exhibit B. The Phasing Schedule attached as Exhibit B to the Agreement is hereby superseded by and replaced with Exhibit B attached to this First Amendment.

4. Collateral Assignment. Following Buyer's acquisition of Phase 1 of the Property, Buyer intends to improve the Property by (i) grading the Property to ready it for development, (ii) extending North Towne Road to provide access to the Property; and installing utilities within the North Towne Road right-of-way to serve the Property, all in accordance with a development agreement to be approved by the Village (the "Development Agreement"). At the Phase 1 Closing, Buyer shall be permitted to provide a collateral assignment of the Purchase and Sale Agreement and the Development Agreement to Buyer's lender and to record a memorandum of said agreements and collateral assignments against the Property.

5. Ratification. Except as modified by this First Amendment, the Agreement is ratified and confirmed. In the event of any conflict between the terms and conditions of the Agreement and this First Amendment, this First Amendment shall, in all cases, control.

6. Entire Agreement. This First Amendment constitutes the entire understanding of the parties with respect to the amendment of the Agreement. Any and all prior understandings, whether oral or written, are merged into this First Amendment, which alone represents the full, complete and integrated understanding of the parties with respect hereto.

7. Counterparts; Facsimile. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all such counterparts together shall constitute one original instrument. Signatures transmitted by facsimile or PDF by electronic mail (i.e., email) shall be deemed to be original signatures for all purposes.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

BUYER:
WINDSOR CROSSING, LLC

By: 
David M. Jenkins, Manager

Date: 02/04/16

SELLER:
COMMUNITY DEVELOPMENT AUTHORITY OF
THE VILLAGE OF WINDSOR

By: 
Steve Austin, Chairperson

Date: 8/16/16

Attest:

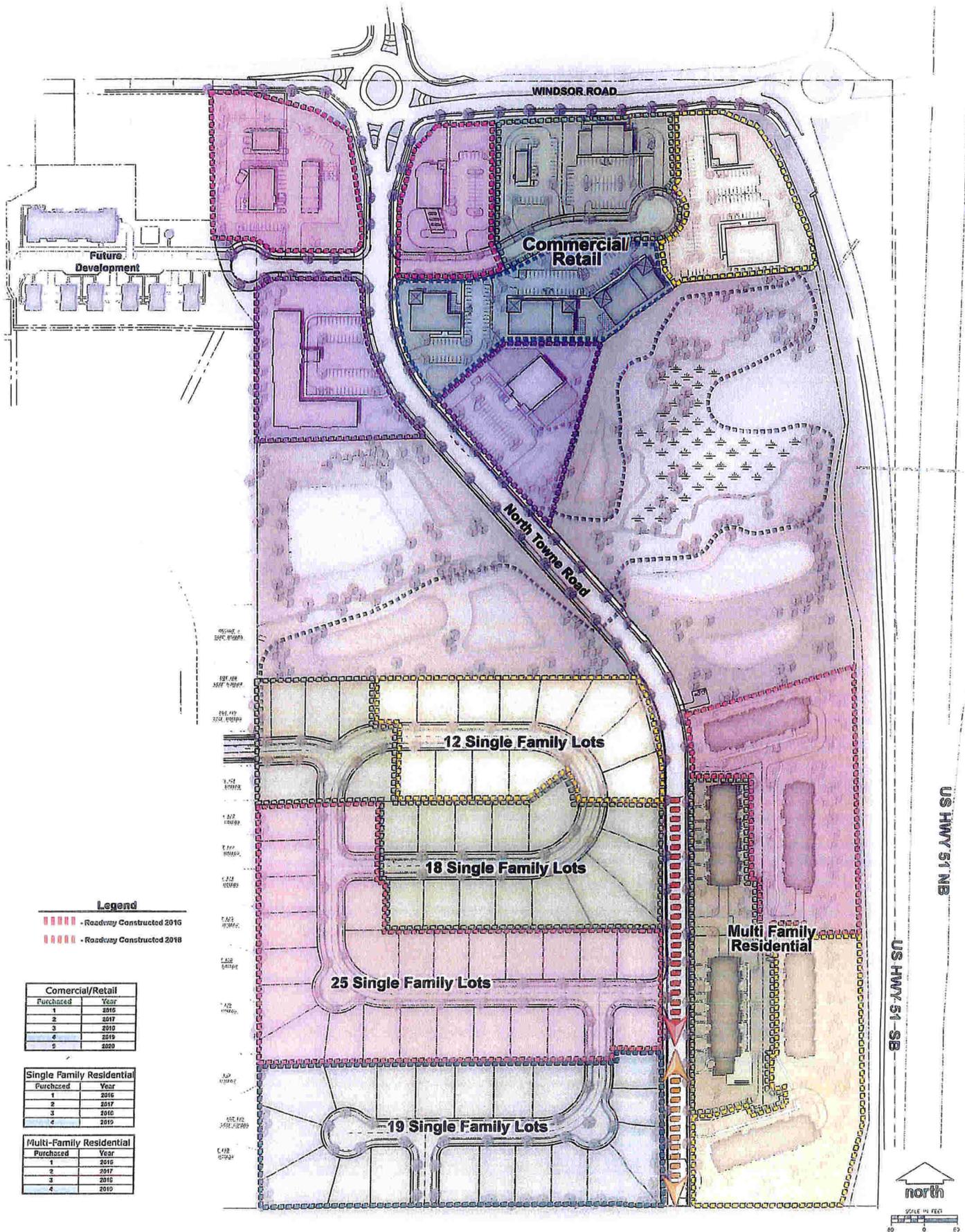
By: 
Kevin Richardson, P.E., BCEE, Executive Director

Date: 5/25/16

EXHIBIT B

ANTICIPATED PHASING PLAN

[see attached]



Legend

- - - - - Roadway Constructed 2016
- - - - - Roadway Constructed 2018

| Commercial/Retail | |
|-------------------|------|
| Purchased | Year |
| 1 | 2016 |
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| Single Family Residential | |
|---------------------------|------|
| Purchased | Year |
| 1 | 2016 |
| 2 | 2017 |
| 3 | 2018 |
| 4 | 2019 |

| Multi-Family Residential | |
|--------------------------|------|
| Purchased | Year |
| 1 | 2016 |
| 2 | 2017 |
| 3 | 2018 |
| 4 | 2019 |



WINDSOR CROSSING

PHASING PLAN
VILLAGE OF WINDSOR, WI
REVISED 01.17.16



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

**FIRST AMENDMENT TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

(SINGLE-FAMILY PHASE)

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (this "First Amendment") is entered into between Windsor Crossing, LLC, a Wisconsin limited liability company ("Buyer") and the Community Development Authority of the Village of Windsor ("Seller"), as of the date of the last of the parties' signatures hereto (the "Effective Date").

RECITALS:

A. Buyer and Seller entered into a Purchase and Sale Agreement (Single-Family Phase), dated effective as of October 20, 2015 (the "Agreement"), concerning the certain real estate located in the Village of Windsor, Dane County, Wisconsin, more fully described therein.

B. Buyer and Seller desire to amend the Agreement on the terms and conditions set forth herein.

AMENDMENT:

1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the same meaning as provided in the Agreement.

2. Updated Phasing Schedule. Section 2 of the Agreement is hereby amended and restated as follows:

Phased Acquisition. During the term of this Agreement, Buyer may purchase the Property in one or more phases, the closing process for which is more fully described in Section 9 below. Buyer shall have the right, not the obligation, to purchase the entirety of the Property. So long as Buyer exercises its right to acquire at least a portion of the Property within the timeframe set for Phase 1, Buyer will have the right to continue acquiring additional portions of the Property in accordance with the Phasing Schedule (defined below). Notwithstanding anything to the contrary contained herein, if Buyer fails to timely close on the acquisition of a portion of the Property as set forth in the Phasing Schedule, all Earnest Money then being held by the Title Company shall be paid to Seller, the Agreement shall be deemed terminated and neither party shall have any further obligation hereunder.

The anticipated phasing plan is depicted on Exhibit B (the "Phasing Schedule") and described as follows:

Phase 1: A parcel of land consisting of approximately 380,181 square feet, to be acquired at a purchase price of 90/100 Dollars

(\$.90) per square foot of Net Useable Area, closing on or before June 30, 2016.

Phase 2: A parcel of land consisting of approximately 290,010 square feet, to be acquired at a purchase price of 95/100 Dollars (\$0.95) per square foot of Net Useable Area, closing on or before April 1, 2017.

Phase 3: A parcel of land consisting of approximately 170,068 square feet, to be acquired at a purchase price of One and no/100 Dollars (\$1.00) per square foot of Net Useable Area, closing on or before April 1, 2018.

Phase 4: A parcel of land consisting of approximately 311,032 square feet, to be acquired at a purchase price of One and 05/100 Dollars (\$1.05) per square foot of Net Useable Area, closing on or before April 1, 2019.

As used herein, the term "Net Usable Area" means the gross square footage of the portion of the Property less the "Unusable Area" as depicted on Exhibit C, which is the portion of the Property dedicated for North Towne Road (including the connection to the west) and the environmental corridor running through the middle of the Property. The Net Usable Area, determined in accordance with the foregoing, shall be calculated by the parties prior to Closing using the final certified survey map, condominium plat, subdivision plat or other similar survey instrument.

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5. Ratification. Except as modified by this First Amendment, the Agreement is ratified and confirmed. In the event of any conflict between the terms and conditions of the Agreement and this First Amendment, this First Amendment shall, in all cases, control.

6. Entire Agreement. This First Amendment constitutes the entire understanding of the parties with respect to the amendment of the Agreement. Any and all

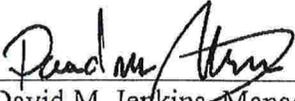
prior understandings, whether oral or written, are merged into this First Amendment, which alone represents the full, complete and integrated understanding of the parties with respect hereto.

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[Signature page follows.]

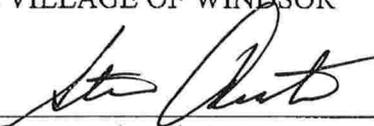
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the Effective Date.

BUYER:
WINDSOR CROSSING, LLC

By: 
David M. Jenkins, Manager

Date: 08/04/16

SELLER:
COMMUNITY DEVELOPMENT AUTHORITY OF
THE VILLAGE OF WINDSOR

By: 
Steve Austin, Chairperson

Date: 8/16/16

Attest:

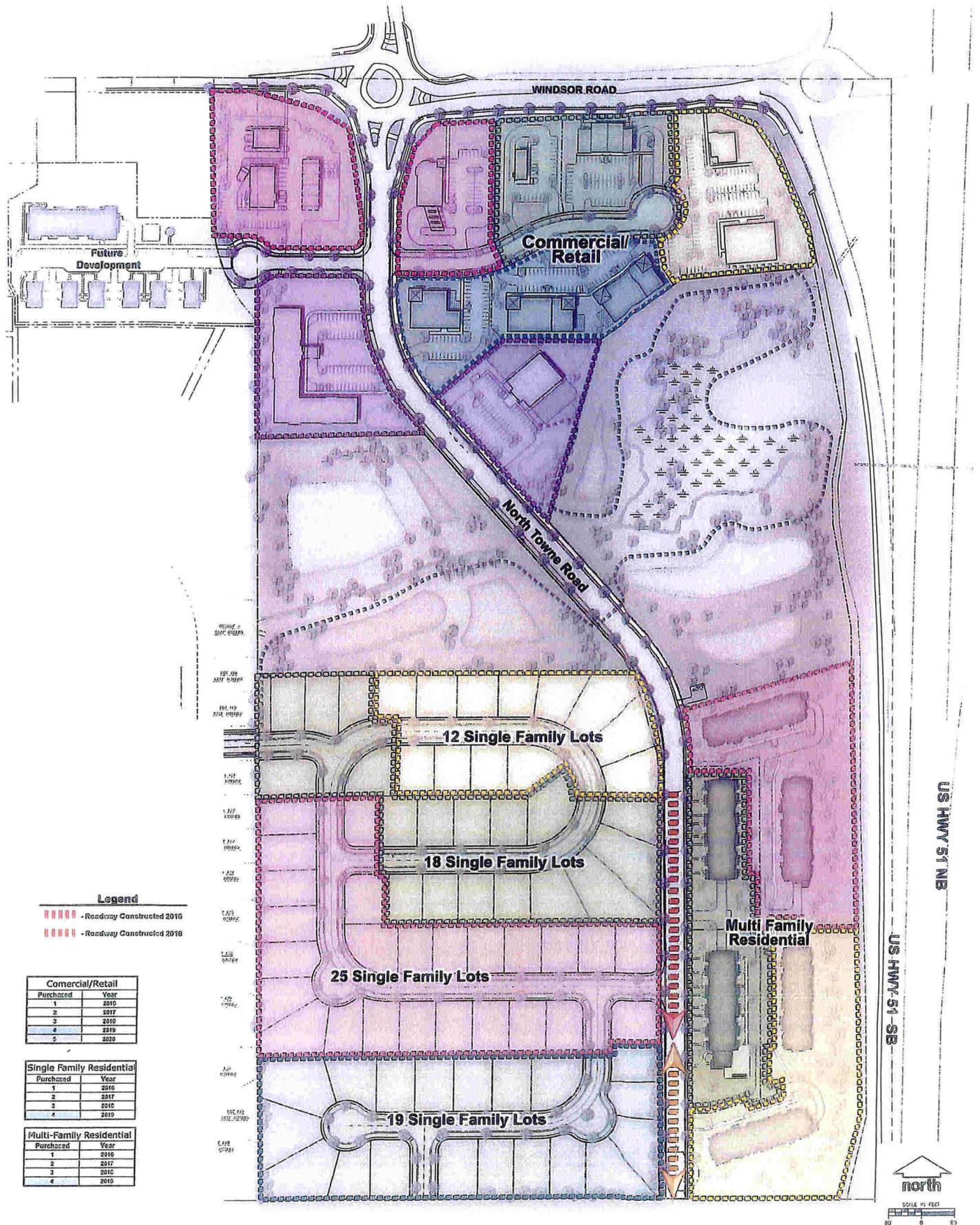
By: 
Kevin Richardson, P.E., BCEE, Executive Director

Date: 5/25/16

EXHIBIT B

ANTICIPATED PHASING PLAN

[attached]



WINDSOR CROSSING

PHASING PLAN
VILLAGE OF WINDSOR, WI
REVISED 01.02.15

PHASE PHASING PURPOSES ONLY



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5267258**

09/13/2016 11:37 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 13



COPY

**REPLAT OF WINDSOR CROSSING,
VILLAGE OF WINDSOR,
DANE COUNTY, WISCONSIN:**

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE REPLAT OF WINDSOR
CROSSING**

Legal Description:

**Lots 101-174 and Outlot 1, Replat of Windsor Crossing
recorded in the Office of the Register of Deeds for Dane
County, Wisconsin on August 22, 2016, in Volume
60-061B of Plats, Pages 327-329, as Document No.
5260693, located in the Village of Windsor, Dane County,
Wisconsin.**

Parcel Numbers:

See next page (Parcel List)

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Amy Anderson Schweppe
Village of Windsor
4084 Mueller Road
DeForest, WI 53532

DRAFTED BY:

Constance L. Anderson, Village Attorney
Anderson Consults, LLC
Madison, WI 53704
Connie@AndersonConsultsWI.com

PARCEL IDENTIFICATION NUMBERS:

See next page (Parcel List)

Parcel List

Windsor Crossing Replat Single Family

| <u>Parcel Number</u> | <u>Lot Number</u> | <u>Parcel Number</u> | <u>Lot Number</u> |
|----------------------|-------------------|----------------------|-------------------|
| 196/0910-294-5821-1 | 101 | 196/0910-294-5872-1 | 142 |
| 196/0910-294-5832-1 | 102 | 196/0910-294-7513-1 | 143 |
| 196/0910-294-7103-1 | 103 | 196/0910-294-7524-1 | 144 |
| 196/0910-294-7114-1 | 104 | 196/0910-294-7535-1 | 145 |
| 196/0910-294-7125-1 | 105 | 196/0910-294-7546-1 | 146 |
| 196/0910-294-7136-1 | 106 | 196/0910-294-7557-1 | 147 |
| 196/0910-294-7147-1 | 107 | 196/0910-294-7568-1 | 148 |
| 196/0910-294-7158-1 | 108 | 196/0910-294-7579-1 | 149 |
| 196/0910-294-7169-1 | 109 | 196/0910-294-7590-1 | 150 |
| 196/0910-294-7180-1 | 110 | 196/0910-294-7601-1 | 151 |
| 196/0910-294-7191-1 | 111 | 196/0910-294-7612-1 | 152 |
| 196/0910-294-7202-1 | 112 | 196/0910-294-7623-1 | 153 |
| 196/0910-294-7213-1 | 113 | 196/0910-294-7634-1 | 154 |
| 196/0910-294-7224-1 | 114 | 196/0910-294-7645-1 | 155 |
| 196/0910-294-7235-1 | 115 | 196/0910-294-5886-1 | 156 |
| 196/0910-294-7246-1 | 116 | 196/0910-294-5897-1 | 157 |
| 196/0910-294-7257-1 | 117 | 196/0910-294-5908-1 | 158 |
| 196/0910-294-7268-1 | 118 | 196/0910-294-5919-1 | 159 |
| 196/0910-294-7279-1 | 119 | 196/0910-294-5930-1 | 160 |
| 196/0910-294-7290-1 | 120 | 196/0910-294-5941-1 | 161 |
| 196/0910-294-7301-1 | 121 | 196/0910-294-5952-1 | 162 |
| 196/0910-294-7312-1 | 122 | 196/0910-294-5963-1 | 163 |
| 196/0910-294-7323-1 | 123 | 196/0910-294-7674-1 | 164 |
| 196/0910-294-7334-1 | 124 | 196/0910-294-7685-1 | 165 |
| 196/0910-294-7345-1 | 125 | 196/0910-294-7696-1 | 166 |
| 196/0910-294-7356-1 | 126 | 196/0910-294-7707-1 | 167 |
| 196/0910-294-7367-1 | 127 | 196/0910-294-7718-1 | 168 |
| 196/0910-294-7378-1 | 128 | 196/0910-294-7729-1 | 169 |
| 196/0910-294-7389-1 | 129 | 196/0910-294-7740-1 | 170 |
| 196/0910-294-7400-1 | 130 | 196/0910-294-7751-1 | 171 |
| 196/0910-294-7411-1 | 131 | 196/0910-294-7762-1 | 172 |
| 196/0910-294-7422-1 | 132 | 196/0910-294-7773-1 | 173 |
| 196/0910-294-7433-1 | 133 | 196/0910-294-7784-1 | 174 |
| 196/0910-294-7444-1 | 134 | 196/0910-294-5975-1 | Outlot 1 |
| 196/0910-294-7455-1 | 135 | | |
| 196/0910-294-7466-1 | 136 | | |
| 196/0910-294-7477-1 | 137 | | |
| 196/0910-294-7488-1 | 138 | | |
| 196/0910-294-7499-1 | 139 | | |
| 196/0910-294-5850-1 | 140 | | |
| 196/0910-294-5861-1 | 141 | | |

**REPLAT OF WINDSOR CROSSING
VILLAGE OF WINDSOR, DANE COUNTY, WI:**

**DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE
REPLAT OF WINDSOR CROSSING,
A SINGLE FAMILY SUBDIVISION**

Recording Area

Drafted by and return to:

Dan O'Callaghan

Michael Best & Friedrich LLP

1 S. Pinckney St., Ste. 700

Madison, WI 53703

WHEREAS, the Community Development Authority of the Village of Windsor ("CDA") and Windsor Crossing, LLC, a Wisconsin limited liability company, (collectively, "Declarant") are the owners of the lots in the Replat of Windsor Crossing, in the Village of Windsor, Dane County, Wisconsin, recorded in the office of the Dane County Register of Deeds on the 22nd day of August, 2016, in Vol. 60-061B of Plats, Pages 327-329 as Document No. 5260693, and desires to control the purposes for which the Lots are used, as well as obligating the owners of said Lots to be bound by certain covenants and restrictions for the benefit of the owners of said Lots as a whole and individually;

WHEREAS, the covenants and restrictions set forth in this Declaration are private covenants and restrictions that are in addition to any statutes, ordinances or other governmental rules or regulations applicable to the Lots.

NOW THEREFORE, the Declarant hereby declares and provides that Lots of the Replat of Windsor Crossing, in the Village of Windsor, Dane County, Wisconsin are hereby subject to the following covenants, conditions, restrictions and easements:

I. General Use Restrictions

- A. All Lots shall be utilized exclusively for single-family detached dwellings with attached garage for residential purposes only.
- B. No Lot may be further subdivided. No Lots may be combined nor the common lot line between any two Lots reconfigured without the written approval of the Declarant or its designated Architectural Control Committee and the Village of Windsor.

- C. No single-family dwelling, outbuilding, fence, pool, recreational equipment (including children's play structures) or other structures of any kind shall be erected, placed, externally modified or added to, or on, any Lot until the building plans, specifications, footing elevations, plat plan, minimum landscaping requirements and elevations have been approved by the Declarant or its designated Architectural Control Committee.
- D. All single-family detached dwellings must be completed (in such condition to have a certificate of occupancy issued) within 9 months from the date of the issuance of the building permit.
- E. An owner, other than Declarant, shall commence construction within twelve (12) months of date of closing for the purchase of said Lot. Commence construction shall be defined as having installed the foundation of the single-family detached dwelling on the Lot.
- F. The Declarant, or its designated Architectural Control Committee, shall have the right, but shall not be obligated, to extend in writing the deadline as set forth in above paragraph D, but any one extension shall not obligate the Declarant to issue further or other extensions. The extension shall not exceed the length of the building permit issued by the Village Building Inspector.
- G. If the owner(s) fails to meet the deadline as set forth above, then upon thirty (30) days' notice to the owner(s), the Declarant shall have the right, but shall not be obligated, to enforce specific performance. All costs, including reasonable attorney's fees incurred by the Declarant for enforcing any of the foregoing remedies shall be borne by the Lot owner(s).
- H. Common storm water drainage easements exist over each Lot as more particularly shown on the plat of Windsor Crossing. No Lot owner(s) shall interfere with said storm water drainage easement rights, whether by changing any grades or the planting of any trees or shrubs or the placement of any structures or materials or otherwise within said storm water drainage easement areas.
- I. Common utility easements exist over each Lot as more particularly shown on the plat of Windsor Crossing. No Lot owner(s) shall interfere with said utility easement rights, whether by changing any grades in excess of six (6) inches or the planting of any trees or shrubs or the placement of any structures within said utility easement area. Each Lot owner(s) shall be responsible for any damage to any public utility located within the utility easement area by any excavation by that Lot owner(s) within the utility easement area.
- J. No Lot elevation may be changed except with the written approval of the Declarant or its designated Architectural Control Committee and the Village Engineer.

- K. Lot corner elevations and water flow must match the municipal-approved drainage plan. Any violation of the municipal-approved drainage plan shall be the responsibility of the Lot owner(s).

II. Architectural Control Committee

- A. The Architectural Control Committee shall initially consist solely of the Declarant by its authorized employees and/or agents or its designated successor or assign. The Declarant, or its designated Architectural Control Committee, shall control until it is succeeded by the neighborhood-elected Architectural Control Committee as provided for herein. Declarant shall notify the Village of Windsor when Declarant resigns and advise the Village of the successor.
- B. The Declarant may, at any time, resign as the Architectural Control Committee and upon such resignation the Declarant shall notify the Lot owners in writing of such resignation. At that time, the majority of Lot owners in the Subdivision shall elect members of the Architectural Control Committee consisting of three (3) persons who shall establish its rules and procedures for operating. Notwithstanding the fact that the Declarant may resign as the Architectural Control Committee, the Declarant shall act as the Architectural Control Committee for any Lots owned by the Declarant.
- C. The Declarant, or its designated Architectural Control Committee, may periodically establish a schedule of plan review fee(s) reasonably based upon the cost of plan review and the operation of the Architectural Control Committee, including enforcement of these covenants, conditions, restrictions and easements and the giving notice for and the conducting of the annual meeting to elect the new members of the Architectural Control Committee.
- D. The owner(s) or potential purchaser(s) of any Lot seeking approval of the Architectural Control Committee shall complete such application form as specified by the Architectural Control Committee (which application form shall require specification of the details as specified in paragraph E below), submit two (2) sets of plans for which approval is sought and shall pay the required plan review fee as specified by the Architectural Control Committee. If the Architectural Control Committee fails to act on said complete application (including application form, complete plans and the payment of the plan review fee) within fifteen (15) business days of complete submission (whether by approval, conditional approval or disapproval), the application shall be deemed approved. Any disapproval shall specify the reasons for disapproval. All action by the Architectural Control Committee must be in writing to be effective. Oral approvals of whatever kind are null and void.
- E. In deciding whether to approve or disapprove submitted application and plans, the Architectural Control Committee shall consider and pay particular attention to exterior design including exterior elevations, basement materials, siding, number of windows and window size and location, trim, roof pitch and material, soffits, fascia, minimum floor areas, landscaping, quality of materials and workmanship, and location and plan

aesthetics, including color, in relation to surrounding structures, landscaping, street and adjacent structure and finished grades and topography. All colors, whether for trim, siding or roofing, shall be coordinated to provide for the most aesthetic combination for a particular structure as well as for the overall development of the Lots. The Architectural Control Committee shall avoid repetitive design of adjacent or nearby single-family homes. Conditional approval may be given for contemplated single-family detached dwelling plans or designs and other structures submitted by a person considering the purchase of a Lot.

- F. The Architectural Control Committee has sole and unlimited discretion of approval, conditional approval or disapproval, in good faith exercised, including the right to provide for exceptions as it deems necessary and proper, except where Village approval is required. Where Village approval is required, the Architectural Control Committee shall obtain Village input and approval prior to issuing any approval, conditional approval or disapproval. No changes or deviations may be made in or from such approved plans and specifications, nor changes or modifications to the exterior appearance of any existing structures including, but not limited to, exterior remodeling, repainting or staining, or construction of patios, decks or swimming pools, shall be made without the prior approval of the Architectural Control Committee. Approval of such plans does not constitute a warranty or representation that such plans are structurally sound or that the plans meet municipal or state codes, same being the responsibility of the owner(s) and his, her, or their builder. The owner(s) agree to hold the Architectural Control Committee harmless from any and all claims with respect to design, construction and materials used in the structure or abuse of the sole and unlimited discretion of the Architectural Control Committee.
- G. The Architectural Control Committee may bring suit to enforce any provision of these covenants, conditions, restrictions and easements and shall be entitled to recover reasonable and necessary attorney's fees together with \$250.00 per day liquidated damages for each day of violation in any successful suit.

III. Architectural Control and Covenants and Restrictions

- A. The covenants and restrictions set forth in this Declaration are private covenants and restrictions that are in addition to any statutes, ordinances or other governmental rules or regulations applicable to the Lots, including, without limitation, section Sec. 10-408 of the Village of Windsor Code of Ordinances (the "Architectural Diversity" ordinance), as may be amended from time to time.
- B. For all buildings or other improvements of any kind to be erected or placed on any Lot, including outlots, subject to this Declaration, the building plans, specifications, footing elevations, plat plan and minimum landscaping requirements and elevations must be submitted to the Declarant, or its designated Architectural Control Committee, for written approval as to overall appearance, quality of workmanship and materials, harmony of existing design including, but not limited to, exterior colors, size, location

with respect to topography and finish grade elevation, prior to commencement of any construction on any Lot.

- C. All single-family residential dwellings shall meet the following minimum square foot requirements:
 - i. Single-story dwelling: 1600 square feet
 - ii. Two-story dwelling: 2000 square feet
 - iii. Split level or raised ranch dwelling: 1800 square feet

For the purpose of determining minimum square foot requirements as set forth above, stair openings, all finished areas of the dwelling, including closets and bathrooms shall be included, but shall exclude open or screened porches, decks, attached garages and basements (whether finished or not finished for living or recreational use, except in the case of split level or raised ranch dwellings).

These minimum square footage or other requirements may be waived by the Declarant, or its designated Architectural Control Committee with the consent of the Village of Windsor, as it deems necessary and proper, in the event that the proposed architecture of the structure is such as to present a pleasing appearance compatible with other structures within the plat.

- D. Each single-family residential dwelling shall not have less than two (2) and no more than four (4) automobile garage stalls which shall be located within an attached garage.
- E. All driveways shall be poured concrete and shall be completed within nine (9) months from the date of issuance of a building permit, weather permitting.
- F. Each single-family residential dwelling shall have at minimum of 40% of the front elevation (exclusive of garage doors) faced with brick or stone or other natural material. This requirement may be waived by the Declarant, or its designated Architectural Control Committee, provided that such homes are held to a higher level of design standard and material use, including, but not limited to, the use of shutters, front porch detail, accent corners, dentils, moldings and window grills.
- G. Fascia shall be at least eight (8) inches wide.
- H. Texture 111 (one eleven) or similar materials shall not be permitted for exterior finish. The Declarant, or its designated Architectural Control Committee, may adopt a list of further prohibited exterior finishes.
- I. Any fireplace, water heater or furnace chimney which is constructed of metal shall be encased by siding material used on the house, except that portion which must be exposed as required by the building code.

- J. All exterior doors, including garage doors, shall be panel style. No plain or flat exterior doors shall be permitted.
- K. The roof pitch must be a minimum of 6/12 for gable roofs and 5/12 for hip roofs. 30-year architectural dimensional shingles are required. Standard 3-in-1 shingles are not permitted.
- L. All fencing shall be constructed of wood or wood-appearing plastic. No chain link fencing shall be permitted. All wood fencing shall be painted or stained to maintain a neat appearance; excluding cedar fencing which shall be permitted to weather to a natural grey color. All fencing shall be erected with the finished side out (finished side facing the adjoining property or street). Gates are permitted and shall be consistent with the fencing style, opening inwards into the lot. Fencing shall be limited to the rear or side yards only; no fencing shall be permitted in the front yard. Only one fence shall be permitted along a common lot line (with fences on adjoining property meeting at the common corners). No fencing over four (4) feet in height shall be permitted unless required by law for private swimming pool areas.
- M. The Declarant, or its designated Architectural Control Committee, shall have the right to select a mail box post, mail box type and design, and house number type and design and require each owner of a Lot subject to this Declaration to utilize same on said Lot. The cost of the mail box post and mail box may be included in the design review application fee. Any newspaper delivery box shall be affixed to the mail box post.
- N. All front and side yards and terrace areas, except tree, shrub and flower bed areas, shall be sodded (unless an in-ground irrigation system is installed, in which case same may be seeded); and all rear yards, except tree, shrub and flower bed areas, shall be seeded or sodded, except that the owner(s) of any Lot may have a fruit and/or vegetable garden within the yard provided that the same does not exceed three percent (3%) of the total lot size and same is maintained in a clean and orderly condition. No natural or prairie lawns shall be permitted. The owner(s) of the Lot shall be responsible for maintaining the entire Lot in a neat appearance, free of debris and noxious weeds. The installation of the lawn is to be within nine (9) months from the date of issuance of a building permit, weather permitting.
- O. Each Lot shall be subject to the following minimum tree and shrub landscaping requirements: (i) not less than one (1) conifer of not less than four (4) feet in height together with not less than one (1) shade tree of not less than two and one-half (2 ½) inches caliper at six (6) inches off ground level to be planted in the and (ii) not less than six (6) foundation plantings consisting of twelve (12) inch to eighteen (18) inch diameter (deciduous) and/or two (2) to three (3) feet in height (conifer) shrubs. All specified sizes are minimum allowable size. The installation of the minimum landscaping is to be within nine (9) months of the issuance of the building permit or as soon thereafter as weather permits.

IV. Discharge of Rooftop Storm Water Runoff from Individual Lots

- A. Roof water runoff shall not be directed to an impervious surface area or allowed to flow directly to the storm water drainage system serving the plat of Windsor Crossing.
- B. Each rooftop shall include a storm water discharge system designed and constructed to infiltrate not less than the first one (1) inch of runoff from the rooftop by directing and discharging storm water onto a permeable area with the Lot (such as grass, gardens, swales and/or rain gardens planted with perennial plants or grasses) or caught in rain barrels for later use for the watering of the lawn or garden areas.
- C. All such storm water systems designed and constructed in compliance with the foregoing shall be maintained in good and functioning condition and repair and not allowed to be removed or significantly altered (such as the grassing over of a rain garden or filling in of a swale) unless replaced by an equivalent system with respect to such infiltration or capture and re-use.

V. Neighborhood/Subdivision Identification Signs

The Declarant, or its designated Architectural Control Committee, may obtain such easements as it deems beneficial for the design, construction and placement of neighborhood/subdivision identification sign and related landscaping. If a neighborhood/subdivision identification sign easement is obtained, the Declarant may design, construct, place and maintain such neighborhood/subdivision signage and landscaping. The owners of each Lot shall contribute equally for the design, construction and placement of such neighborhood/subdivision identification sign and related landscaping.

VI. Prohibited Structures and Activities

- A. Only three (3) domestic animals may be kept on any Lot. All such domestic animals shall be housed within the principal structure. Commercial animal boarding, breeding, kenneling or treatment is expressly prohibited, whether for fee or not. No resident of any Lot may keep a dog upon the Lot whose barking creates a nuisance or which dog displays vicious tendencies. The owner(s) of such Lot shall keep the Lot free from feces from said dog.
- B. Accessory buildings are expressly prohibited except when approved in writing by the Declarant or its designated Architectural Control Committee. Any such accessory building shall be designed and built consistent with the principal structure and are subject to applicable Village Ordinances.

- C. No above-ground swimming pools shall be permitted, except seasonal small children's pools which are assembled annually no earlier than June 1 and disassembled and removed no later than September 15 shall be permitted.
- D. No trailer, basement, tent, garage, barn or accessory building shall at any time be used as a residence; temporary or permanently.
- E. Parking shall be prohibited on any portion of Lot except the driveway and garage.
- F. Parking of service vehicles (except service vehicles owned by companies performing service on the Lot upon which the service vehicle is parked) and/or storage of boats, travel trailers, mobile homes, campers and other recreational vehicles shall be prohibited unless same are kept in the garage. This shall not prohibit the temporary storage of said vehicles for the purpose of loading or unloading. No junked or disabled vehicles may be left on the exterior grounds of any Lot longer than seventy-two (72) hours.
- G. No satellite dishes (except 24-inch or smaller dishes) or outdoor antenna, or amateur radio towers and antenna shall be permitted except as permitting as required by federal, state or local law. All such dishes, antennas and towers, where permitted, shall be placed to minimize visual impact upon the adjoining Lots. Placement other than the rear of the principal structure/Lots shall be subject to the approval of the Declarant or its designated Architectural Control committee.
- H. No solar panels shall be permitted without the written consent of Declarant, or its designated Architectural Control Committee, which shall consider the location, construction and impact of the solar panels upon the adjoining Lots and the subdivision.
- I. Earth shelter / berm structures shall not be permitted.
- J. No building previously erected elsewhere shall be moved upon any Lot except new panelized construction as approved by the Declarant or its designated Architectural Control Committee.
- K. Except for Lots owned by the Declarant, no signs except real estate "For Sale" signs, contractor construction signage during the period of construction or political advocacy/candidate signs during election periods shall be permitted. Said signage shall be limited to one (1) professional sign of not more than one (1) square foot, one (1) sign of not more than six (6) square feet advertising the property for sale or for rent, or signs without regard to size, used by the Declarant, a builder or licensed real estate broker to advertise the property during the construction and sales period or to identify the development and/or the Declarant.
- L. No Lot subject to this Declaration shall be used or maintained as a dumping ground for trash, rubbish, garbage or other waste materials (including rocks or cement or other construction debris). Trash, rubbish, garbage or other waste shall not be kept on any

said Lot except in sanitary containers which shall be kept in clean and sanitary condition. No lawn clippings or leaves or garden waste may be kept on any said Lot except in composting containers located in the backyard at least ten (10) feet from any common Lot line, except leaves, shrub trimmings, tree trimmings and other garden cuttings may be kept on terrace area adjacent to any Lot for up to one (1) week to facilitate municipal pick-up, if available.

VII. Time Period for Covenants; Amendments; Severability; Code Requirements; Enforcement

- A. This Declaration shall run with the land and shall be binding upon all owners of Lots subject to this Declaration for a period of thirty (30) years from the date this Declaration is recorded in the office of the Dane County Register of Deeds, after which time, it shall automatically stand renewed for successive ten (10) year periods unless an instrument amending or terminating this Declaration in whole or in part is signed by the owners of at least two-thirds (2/3rds) of the Lots subject to this Declaration. As long as the Declarant owns any Lots subject to this Declaration, no amendment or termination shall be effective unless the Declarant concurs in writing.
- B. Notwithstanding any provision of these covenants, conditions, restrictions and easements, no structure constructed in the plat shall be in violation of any government zoning or building codes. In case any of these covenants, conditions, restrictions and easements herein are contrary in part or in total with any government zoning or building code, the government zoning or building code shall be determinative. In case these covenants, conditions, restrictions and easements are more restrictive than a government zoning or building code or a government zoning or building code is more restrictive than these covenants, conditions, restrictions and easements, the more restrictive shall apply.
- C. Invalidation of any one of these covenants, conditions, restrictions and easements shall in no way affect any other provisions, which other provisions shall remain in full force and effect.
- D. So long as Declarant owns any Lots in the plat of Windsor Crossing, Declarant reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event that some or all of said Lots are selected as a site for a Parade of Homes, this Declaration of covenants, conditions, restrictions and easements shall, as to the Lots enrolled in the Parade of Homes, for a limited period of time ending forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in this plat of Windsor Crossing in conformance with current Parade Rules and Checklist of the Madison Area Builders Association. All purchasers of Lots, and/or their successors and assigns, shall take title subject to this specific reservation by the Declarant and shall waive all rights to object to violations of this Declaration of covenants, conditions, restrictions and easements by the Declarant, the Madison Area Builders Association, or

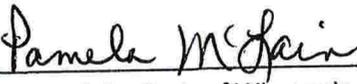
**COMMUNITY DEVELOPMENT AUTHORITY
OF THE VILLAGE OF WINDSOR**

By: 
Kevin Richardson, PE, BCEE
Executive Director

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 25th day of May, 2016, the above-named Kevin Richardson, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.


Notary Public, State of Wisconsin PAMELA MCLAIN
My Commission Expires: 8/19/19

THIS INSTRUMENT DRAFTED BY:
Dan O'Callaghan
Michael Best & Friedrich LLP



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5267533

09/14/2016 8:09 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

AGREEMENT CONCERNING THE INITIAL DEVELOPMENT OF
THE SINGLE-FAMILY RESIDENTIAL PHASE OF
WINDSOR CROSSING



COPY

Recording Area

Drafted by and return to:

Dan O'Callaghan

Michael Best & Friedrich LLP

1 S. Pinckney St., Ste. 700

Madison, WI 53703

*See TAX PARCELS ON
EXHIBIT "A"*

THIS AGREEMENT CONCERNING THE INITIAL CONSTRUCTION OF THE SINGLE-FAMILY RESIDENTIAL PHASE OF WINDSOR CROSSING (this "Agreement") is entered into by and between Windsor Crossing, LLC, a Wisconsin limited liability company ("Developer"), and the Village of Windsor, a body corporate and politic (the "Village") as of September 8, 2016 (the "Effective Date").

RECITALS:

WHEREAS, the Developer is the owner of Lots 120-129, Inclusive; Lots 149-162, inclusive; and Lot 174 (each, a "Lot," collectively, the "Lots") in the plat of Windsor Crossing, in the Village of Windsor, Dane County, Wisconsin, recorded in the office of the Dane County Register of Deeds on the 22nd day of August, 2016, in Vol. 60-061B of Plats, Pages 327-329 as Document No. 5260693 (the "Residential Subdivision"); and

WHEREAS, in connection with the initial development of the Residential Subdivision, the Developer has subjected all of the Lots to certain private covenants and restrictions as more fully set forth in the Declaration of Covenants and Restrictions for Windsor Crossing Subdivision, recorded in the office of the Dane County Register of Deeds on the 13 day of September, 2016 as Document No. 5267258 (the "Declaration"); and

WHEREAS, the covenants and restrictions set forth in this Declaration are private covenants and restrictions that are in addition to any statutes, ordinances or other governmental rules or regulations applicable to the Lots; and

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing recitals and the covenants and restrictions set forth herein, the Developer and the Village agree as follows:

1. The purpose of this Agreement is to ensure that the development of the Residential Subdivision is of the same quality as represented to the Village during the permitting and approval process.

2. The term of this Agreement (the "Term") shall commence upon the Effective Date and shall expire ten (10) years thereafter. Promptly following termination of this Agreement, the parties shall execute and record with the register of deeds an instrument memorializing such termination.

3. During the Term, no amendment to sections I.A., I.B., I.C. I.H., I.I., I.J., I.K., III.A., III.B., III.C., III.D., III.E., IV.A., IV.B., or IV.C. of the Declaration shall be permitted unless such amendment is first approved by the Village, in writing.

4. This benefits and burdens of this Agreement shall run with the land and shall be binding upon all owner(s) of the Lots.

5. Invalidation of any one of provision of this Agreement shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

6. The provisions of this Agreement may be enforced by the Developer, any owner of any Lot, or by the Village.

7. This Agreement shall be interpreted consistent with the laws of the State of Wisconsin. Jurisdiction and venue shall lie with the Circuit Court for Dane County, Wisconsin.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

VILLAGE OF WINDSOR

By: Robert Wipperfurth
Robert Wipperfurth, Village President

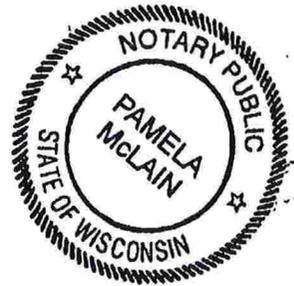
Attest: Christine Capstran
Christine Capstran, Village Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 25th day of May, 2016, the above-named Robert Wipperfurth and Christine Capstran, President and Clerk of the Village of Windsor, respectively, to me known to be officers who executed the foregoing instrument and acknowledged the same as such officers by the Village's authority.

Pamela McLain
Notary Public, State of Wisconsin PAMELA McLAIN
My Commission Expires: 8/19/19



WINDSOR CROSSING, LLC

By: Forward Development Group, LLC
Its Manager

By: David M. Jenkins
David M. Jenkins, Manager

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS.
COUNTY OF DANE)

Personally came before me this 8th day of September, 2016, the above-named David M. Jenkins, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.



Patricia P. Katte
Notary Public, State of Wisconsin PATRICIA P. KATTE
My Commission Expires: 09/08/2017

THIS INSTRUMENT DRAFTED BY:
Dan O'Callaghan
Michael Best & Friedrich LLP

EXHIBIT "A"

| Parcel Number | Lot Number |
|-----------------|------------|
| 0910-294-7290-1 | 120 |
| 0910-294-7301-1 | 121 |
| 0910-294-7312-1 | 122 |
| 0910-294-7323-1 | 123 |
| 0910-294-7334-1 | 124 |
| 0910-294-7345-1 | 125 |
| 0910-294-7356-1 | 126 |
| 0910-294-7367-1 | 127 |
| 0910-294-7378-1 | 128 |
| 0910-294-7389-1 | 129 |
| 0910-294-7579-1 | 149 |
| 0910-294-7590-1 | 150 |
| 0910-294-7601-1 | 151 |
| 0910-294-7612-1 | 152 |
| 0910-294-7623-1 | 153 |
| 0910-294-7634-1 | 154 |
| 0910-294-7645-1 | 155 |
| 0910-294-5886-1 | 156 |
| 0910-294-5897-1 | 157 |
| 0910-294-5908-1 | 158 |
| 0910-294-5919-1 | 159 |
| 0910-294-5930-1 | 160 |
| 0910-294-5941-1 | 161 |
| 0910-294-5952-1 | 162 |
| 0910-294-7784-1 | 174 |