AMDENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE PLAT OF WESTWIND, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

In re: : Lots One (1) through Seventy (70) inclusive, Plat of Westwind, said plat recorded in Volume 61-086A of Plats, on Pages 497 - 501, as Document Number 5900067, Dane County Registry, being a resubdivision of Outlot 2 of Certified Survey Map No. 15568 located in part of the NW ¼, NE ¼, SW ¼, and the SE ¼, of the SE ¼ of Section 20, Town 07 North, Range 08 East, in the City of Madison, Dane County, Wisconsin.

day of November 2024, by Westwind Madison, Inc., a Wisconsin corporation ("Developer").

KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

DOCUMENT # 5996024

11/13/2024 11:30 AM Trans Fee:

Exempt #:
Rec. Fee: 30.00
Pages: 5

RETURN TO:

Attorney Ronald M. Trachtenberg Fuhrman + Dodge, S.C. 6405 Century Avenue Suite 101 Middleton WI 53562

Parcel Identification Number See attached Exhibit A

WHEREAS, the Developer was and is the Declarant of the Declaration of Protective Covenants for the Plat of Westwind, in the City of Madison, Dane County, Wisconsin, same being recorded in the office of the Dane County Register of Deds on May 26, 2023, as Document No. 5903526, and is presently the owner of at least Fifty-One percent (51%) of the Lots within the Subdivision;

WHEREAS, pursuant to Section 10.01 of the Declaration, Terms and Amendment, until all of the Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Fifty-one Percent (51%) of the votes of all Lots subject to this Declaration and thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Fifty-one Percent (51%) of the votes of all Lots subject hereto;

NOW THEREFORE, pursuant to Section 10.01 of the Declaration, Section 4.03 <u>Building Materials</u>, shall be and hereby is replaced in total to read as follows:

- 4.03 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Subdivision.
 - (a) If the chimney or flue is within the front two-thirds of the Dwelling, the exterior portion must be encased in brick, stone or stucco.
 - (b) All chimneys and flues shall be fully enclosed.
 - (c) Dwellings that use a predominance of brick, stone or natural siding materials are encouraged. No vinyl or aluminum siding shall be allowed on the front of the dwelling. At least 30% of the front façade, net of windows and garage door, must be brick, stone or

AMDENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR THE PLAT OF WESTWIND, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

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day of November 1, 2024, by Westwind Madison, Inc., a Wisconsin corporation ("Developer").

RETURN TO:

Attorney Ronald M. Trachtenberg Fuhrman + Dodge, S.C. 6405 Century Avenue Suite 101 Middleton WI 53562

Parcel Identification Number See attached Exhibit A

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WHEREAS, pursuant to Section 10.01 of the Declaration, Terms and Amendment, until all of the Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Fifty-one Percent (51%) of the votes of all Lots subject to this Declaration and thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Fifty-one Percent (51%) of the votes of all Lots subject hereto;

NOW THEREFORE, pursuant to Section 10.01 of the Declaration, Section 4.03 <u>Building</u> <u>Materials</u>, shall be and hereby is replaced in total to read as follows:

- 4.03 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Subdivision.
 - (a) If the chimney or flue is within the front two-thirds of the Dwelling, the exterior portion must be encased in brick, stone or stucco.
 - (b) All chimneys and flues shall be fully enclosed.
 - (c) Dwellings that use a predominance of brick, stone or natural siding materials are encouraged. No vinyl or aluminum siding shall be allowed on the front of the dwelling. At least 30% of the front façade, net of windows and garage door, must be brick, stone or



stucco, except that not more than 20 total Lots in the Subdivision including any Addition(s) thereto may have all wood or all wood composite front siding elevation in lieu of the 30% requirement of brick, stone or stucco.

- No plywood or Texture III type siding shall be allowed.
- All fasciae must be at least ten inches in width. No aluminum or vinyl fascia shall (e) be allowed.
- All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.
- The roof pitch must be no less than six inches in every twelve inches. (g) It is the intent of the Developer to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular dwelling as well as for the overall development of the Subdivision. Overall color schemes must be submitted with building plans for approval. Samples may be required.

Executed at Madison, Wisconsin, the day and year first above written.

WESTWIND MADISON, INC.

("Developer")

ice President & Sedretary

AUTHENTICATION

Signatures of Jackson T. McKenzie authenticated this 6 day of Work

2024.

Title: Member, State Bar of Wisconsin

This Instrument Drafted By: Attorney Ronald M. Trachtenberg

EXHIBIT A

LOT # PARCEL NUMBER

All lots were part of parcel number 251/0708-204-0097-0

All lots have prefix 251.

- 1 0708-204-0101-9
- 2 0708-204-0401-3
- 3 0708-204-0402-1
- 4 0708-204-0403-9
- 5 0708-204-0501-1
- 6 0708-204-0502-9
- 7 0708-204-0503-7
- 8 0708-204-0801-5
- 9 0708-204-0802-3
- 10 0708-204-0803-1
- 11 0708-204-0804-9
- 12 0708-204-0805-7
- 13 0708-204-0807-3
- 14 0708- 204-0808-1
- 15 0708-204-0809-9
- 16 0708-204-0810-6
- 17 0708- 204-0701-7
- 18 0708-204-1101-8
- 19 0708- 204-1201-6
- 20 0708-204-1202-4
- 21 0708- 204-1203-2
- 22 0708-204-1204-0

- 23 0708-204-1301-4
- 24 0708-204-1302-2
- 25 0708- 204-1303-0
- 26 0708-204-1304-8
- 27 0708- 204-1305-6
- 28 0708-204-1306-4
- 29 0708- 204-1001-0
- 30 0708- 204-1002-8
- 31 0708- 204-1003-6
- 32 0708- 204-1004-4
- 33 0708-204-1005-2
- 34 0708-204-1006-0
- 35 0708-204-1008-6
- 36 0708-204-1009-4
- 37 0708- 204-1010-1
- 38 0708-204-1011-9
- 39 0708- 204-1012-7
- 40 0708- 204-0901-3
- 41 0708-204-0902-1
- 42 0708-204-0903-9
- 43 0708-204-0904-7
- 44 0708-204-0905-5
- 45 0708-204-0906-3
- 46 0708-204-0907-1
- 47 0708- 204-0908-9
- 48 0708-204-0909-7

- 49 0708-204-0910-4
- 50 0708-204-0608-5
- 51 0708- 204-0607-7
- 52 0708-204-0606-9
- 53 0708-204-0605-1
- 54 0708- 204-0604-3
- 55 0708-204-0603-5
- 56 0708-204-0602-7
- 57 0708- 204-0601-9
- 58 0708-204-0614-2
- 59 0708-204-0613-4
- 60 0708- 204-0612-6
- 61 0708-204-0611-8
- 62 0708-204-0610-0
- 63 0708-204-0609-3
- 64 0708- 204-0201-7
- 65 0708- 204-0202-5
- 66 0708-204-0203-3
- 67 0708- 204-0204-1
- 68 0708-204-0205-9
- 69 0708-204-0206-7
- 70 0708- 204-0207-5

Declaration of Protective IIII
Covenants Forthe Pht of
Westwind, In the City of Madison,
Dane County, Misconsin

Document Number

In re: Lots (one U) through Seventy (10) Plat of Mestwind in the City of Madison, Dane Country Wisconsin ocia:1029218 Tx:9473624

> KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

> > DOCUMENT # 5903526

05/26/2023 10:30 AM

Trans Fee: Exempt #:

Rec. Fee: 30.00 Pages: 23

Recording Area

Name and Return Address
AHOMOY ROMAN M. TVachenburg
Fuhr Man L Dogge, S. C
6405 Century Avenue Surte 101
Middleton (D) 53562

Part of 251/0708-204-0097-0

Parcel Identification Number (PIN)
SEE CXhibit A

THIS PAGE IS PART OF THIS LEGAL DOCUMENT - DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

23

DECLARATION OF PROTECTIVE COVENANTS FOR THE PLAT OF WESTWIND, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

THIS DECLARATION, made this _____ day of May, 2022, by Westwind Madison, Inc., a Wisconsin corporation ("Developer").

RETURN TO:

Attorney Ronald M. Trachtenberg Fuhrman + Dodge, S.C. 6405 Century Avenue Suite 101 Middleton WI 53562

Parcel Identification Number Underlying Parcel No. 251/0708-204-0097-0 See attached Exhibit A

WITNESSETH:

WHEREAS, the Developer now owns certain lands in the City of Madison, Dane County, Wisconsin (the "City") which have been platted as Westwind (hereinafter the "Subdivision"), said plat recorded in Volume 61-086A of Plats, on Pages 497 - 501, as Document Number 5900067, Dane County Registry, being a resubdivision of Outlot 2 of Certified Survey Map No. 15568 located in part of the NW ¼, NE ¼, SW ¼, and the SE ¼, of the SE ¼ of Section 20, Town 07 North, Range 08 East, in the City of Madison, Dane County, Wisconsin; and

WHEREAS, the Developer desires to subject the Subdivision to the conditions, restrictions, covenants and reservations set forth below, which shall encumber the Subdivision and each Lot thereof.

NOW, THEREFORE, Developer declares that the Subdivision and each Lot thereof (to wit: Lots One (1) through Seventy (70) inclusive) shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber and shall bind the successors in interest, any owner thereof, and the owner of any interest therein. Developer further reserves the right to subject any additional lands that are part of said Outlot 2 of Certified Survey Map No. 15568 or other adjacent lands to this Declaration and to amend this Declaration as necessary and appropriate to accommodate said additional lands becoming subject to this Declaration.

ARTICLE I

STATEMENT OF PURPOSE

- 1.01 <u>General Purpose</u>. The general purpose of this Declaration is to help assure that the Subdivision will become and remain an attractive community; to preserve and maintain the natural beauty of the Subdivision; to insure the most appropriate development and improvement of each Lot subject to this Declaration; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Subdivision; and to encourage and secure the construction of attractive residential structures thereon.
- 1.02 <u>Architectural Control</u>. No building or other improvement shall be erected, placed or altered on any Lot subject to this Declaration until its construction plans and specifications shall have been approved in writing by the Committee as defined in Section 2.05 below.

ARTICLE II

DEFINITIONS

The following definitions shall be applicable to this Declaration:

- 2.01 Addition. Any addition to this Subdivision as provided for in Section 10.05 below.
- 2.02 <u>Association</u>. The Westwind Neighborhood Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, it successors and assigns.
- 2.03 <u>Building</u>. The term building includes a building containing a single-family residential structure.
 - 2.04 <u>City</u>. The City of Madison, Wisconsin.
 - 2.05 <u>Committee</u>. The Architectural Control Committee described in Section 3.01(a).
 - 2.06 <u>Declaration</u>. This Declaration of Protective Covenants for Westwind.
- 2.07 <u>Developer</u>. Westwind Madison, Inc, a Wisconsin corporation, and its successors and assigns.
 - 2.08 <u>Dwelling</u>. A detached single-family dwelling.
- 2.09 Lot. A portion of the Subdivision identified as a lot on the recorded plats of the Subdivision.
- 2.10 <u>Easement Areas</u>. The Easement Areas as set forth on the (1) "Declaration(s) of Easements for Storm Water Drainage and Storm Water Facilities" and the "USPS Cluster Box Easement and Installation, Maintenance, Repair and Replacement Agreement" recorded concurrently with this Declaration and (2) any easements created and dedicated by the Developer to the Association for landscaping and/or neighborhood signs.

- 2.11 Owner(s). The person or persons, including any business organization, having the power to convey the fee simple title to a given Lot, including land contract vendees (excluding land contract venders).
 - 2.12 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.
- 2.13 <u>Subdivision</u>. The Plat of Westwind, in the City of Madison, Dane County, Wisconsin

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

- 3.01 Establishment, Duties, Membership.
- (a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights.
- The Committee shall consist of no fewer than three (3) and no more than five (5) persons designated by the Developer, one of whom shall be an officer or employee of the Developer (the "Developer Member") and the remainder of whom shall be persons with expertise in architecture, construction, landscape architecture, land development, or design. All members of the Committee shall serve at the Developer's pleasure (until such time as the Developer no longer owns any Lots in the Subdivision or any Addition to the Subdivision as provided for in Section 10.05 below). A majority of the Committee (including the Developer Member) may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. In the event of any vacancy, the Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lot subject to this Declaration or the similar Declaration of any Addition to this Subdivision as provided for in Section 10.05 below, Developer and Committee members who are appointees of the Developer shall, within thirty (30) days thereafter, resign from the Committee. Thereafter, the directors of the Association shall elect the members on an annual basis and fill vacancies on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02.
- (c) Until such time as the Developer ceases to have title to any Lot subject to this Declaration or any Addition to this Subdivision as provided for in Section 10.05 below, Developer reserves the right to act by itself as the Committee without limitation.
- 3.02 <u>Procedure</u>. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, construction plans and specifications for all improvements, and a plot plan showing the location of all contemplated improvements. The items submitted to the Committee shall include:

- (a) Construction details for all buildings, structures, fences, walls and other improvements;
- (b) Proposed facades of any building, including the style, color and location of eaves and windows:
- (c) Description of materials to be used in any building or improvement. Samples may be required by the Committee.
- (d) The color schemes of all improvements;
- (e) Detailed landscape plans and specifications, which shall show trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, bedding plants, and other landscape materials, together with a point total computed under Section 4.10(f);
- (f) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or other qualified individuals or firms. A submission will not be complete and the thirty (30)-day approval time set forth below shall not commence until all documents required in this Section 3.02 have been submitted. All such submissions shall be to the Developer at its principal place of business at 9201 Waterside Street, Middleton, WI 53562 (or, if the Developer ceases to be a member of the Committee, such other address that the Committee may designate), together with any applicable fee required under Section 3.05. The Developer or Committee, whichever is then applicable, shall then call a meeting to consider such plans and specifications. Action of the Committee shall be by majority vote or the Committee members present at such meeting. A tie vote on an issue shall he deemed equivalent to rejection. The Developer or Committee, with the unanimous written consent of at least three of its members (including the Developer Member, if any), may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions in the preliminary and final development plans for the Lot(s). If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Developer's or Committee's decision shall be in writing, signed by Developer or two or more Committee members as applicable. If the Developer or Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the owner of the Lot shall construct the Improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and be approved by, the Developer or Committee as applicable. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

- 3.03 <u>Standards</u>. The Developer or Committee, or its representative, shall have the right to reject any plans and specifications or plot plans that, in its judgment and sole opinion do not meet the standards for acceptance:
 - (a) are not in conformity with any of the covenants or restrictions set forth in this Declaration; or
 - (b) are not desirable for aesthetic reasons; or
 - (c) are not in harmony with buildings located on the surrounding Lots; or
 - (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
 - (e) are not inconformity with the general purposes of the Declaration.
- 3.04 Occupancy. No structure shall be occupied unless it has been approved by the Developer or Committee as applicable pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Developer or Committee as applicable, and an occupancy permit has been issued therefore by the appropriate governmental authorities.
- 3.05 Fees. The Developer or Committee, by majority vote, shall from time to time adopt a fee schedule designed to defray the Developer's or Committee's reasonable costs incurred in connection with its review of any preliminary or final development plan or of any resubmission of any such plans and may be adjusted at any time by the Developer or Committee.
- 3.06 <u>Approval of Contractors</u>. 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 Committee as applicable, prior to commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.
- 3.07 <u>Liability of Committee</u>. The Developer or Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:
 - (a) The approval or disapproval of any plans and specifications, whether or not defective:
 - (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
 - (c) The development of any property within the Subdivision.
- 3.08 <u>Governmental Authority</u>. By approval of the plans submitted to the Developer or the Committee, neither the Developer nor the Committee shall be responsible for obtaining any

approval necessitated by ordinances of the City, or any other applicable governing authority, and neither the Developer nor the Committee gives any opinion or makes any representation that the building built pursuant to the plans will be structurally sound or that the plans meet any applicable City, County or State codes. Neither the Developer nor the Committee shall have any liability to any builder or Lot Owner with respect to the construction of and materials used in any building on a Lot. It shall be the builder and the Owner's sole responsibility to obtain all permits for the construction of any improvements on any Lot.

Parade of Homes. While the Developer retains ownership of any Lots, the Developer 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 some or all of said Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 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 Subdivision pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots and their successors and assigns shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes during the period of the Parade(s) as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Lot Owners appoint the Developer as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closings for the Parade of Homes.

ARTICLE IV

GENERAL BUILDING STANDARDS

- 4.01 Front and Side Yard Requirements. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all side-yard and front and rear set-back requirements imposed by local ordinance. Notwithstanding the foregoing, unless a greater side-yard setback requirement is required by local ordinance, there shall be a minimum eight (8) foot side-yard set-back for each side-yard. The Developer or the Committee, whichever is then applicable, shall have the right to change the side-yard and front and rear set-back requirements under this Declaration as set forth herein, for new construction within the property from time-to-time, in their sole discretion, same not to be less than those required by local ordinance.
- 4.02 <u>Floor Area Minimums</u>. The following minimum floor area requirements shall apply to all single family detached dwellings constructed:
 - (a) No single story dwelling shall have less than 1.900 square feet;
 - (b) No two-story dwelling shall have less than 2,400 square feet with no less than 1,200 square feet on the main level:

- (c) No raised ranch, bi-level, or tri-level dwelling shall have less than 1,900 square feet on the main level.
- (d) The above minimum requirements may he waived by the Developer or the Committee, whichever is then applicable, in the event the proposed materials or architectural quality of the dwelling is such that it equals or exceeds the appearance and quality or other dwellings in the Subdivision. Such determination shall be made at its sole discretion. Size requirements may also be modified at the sole discretion of the Developer or the Committee in the event that a particular Lot does not have adequate size, or if the configuration is such that the established minimum floor areas are not appropriate.
- (e) For the purpose of determining floor area, open porches, screened porches, patios, attached garages, and all basements whether finished or not are not to be included as part of the total area. Stair openings shall be included in determining floor area. The main level is defined as the level that is totally above the finished grade of the Lot.
- 4.03 <u>Building Materials</u>. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Subdivision.
 - (a) If the chimney is in the front two-thirds of the Dwelling it must be of brick, stone or stucco.
 - (b) All chimneys and flues shall be fully enclosed.
 - (c) Dwellings that use a predominance of brick, stone or natural siding materials are encouraged. No vinyl or aluminum siding shall be allowed on the front of the dwelling.
 - (d) No plywood or Texture III type siding shall be allowed.
 - (e) All fascia must be at least ten inches in width. No aluminum or vinyl fascia shall be allowed.
 - (f) All roofing shall be of laminated architectural grade textured fiberglass, asphalt shingles, wood shakes, or other acceptable material. No standard 3 in 1 shingles shall be allowed.
 - (g) The roof pitch must be no less than six inches in every twelve inches.

It is the intent of the Developer to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular dwelling as well as for the overall development of the Subdivision. Overall color schemes must be submitted with building plans for approval. Samples may be required.

- 4.04 <u>Building Elevations</u>. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the building.
- 4.05 <u>Building Location</u>. All dwellings should be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Developer or Committee, as applicable, may check sight lines based on proposed dwelling location to minimize the dwelling's obstruction of views from neighboring Lots.
- 4.06 <u>Utilities</u>. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. Owners shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas and other utilities using such easement. The Owner shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.
- 4.07 <u>Fencing</u>. Fences and walls shall not be allowed, except for screening of service areas or pools, without the prior written consent of the Developer or Committee, as applicable.
- 4.08 <u>Mailboxes and Exterior Yard Lights</u>. Unless the United States Postal Service (USPS) requires multiple boxes to serve more than one Lot, each dwelling will have a mailbox and post to be installed by the builder on the Lot in accordance with the USPS regulations at Owner's expense, and subject to Developer or Committee approval, as applicable. If the USPS requires multiple boxes to serve more than one Lot, the multiple boxes shall be installed by the builder on a Lot in accordance with the United States Post Office Department USPS regulations and the expense shall be equally divided and paid for by the Lot owners served, and subject to Developer or Committee approval, as applicable. Exterior yard post lights shall be of a design which is harmonious with the style and, architecture of the dwelling on that Lot.
- 4.09 <u>Use of Outbuildings</u>. No trailer, basement, tent, treehouse, shack, existing dwelling, detached garage, barn or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.
 - 4.10 <u>Landscaping</u>. The following are the minimum landscaping requirements:
 - (a) All plantings to be placed upon the Lot shall be planted within thirty (30) days of occupancy of the dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.
 - (b) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

- (c) No Owner shall grade or obstruct any swale or drainage way whether in an easement or not which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade or drainage of the surrounding Lots. A copy of all plot plans shall be kept by Developer or the Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Committee, whichever is then applicable, or any adjacent neighbor within the Plat a cause or action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel or clay shall be excavated or removed without the approval of the Developer or the Committee.
- (d) Upon completion of construction or within thirty (30) days of occupancy, all front and side yards which are not covered with any plantings shall be sodded and fertilized, and all rear yards shall be sodded and fertilized or fertilized, seeded with a minimum of 50% Bluegrass and mulched. This shall also include the terrace area within the street right of way. The terrace area will be sodded. All corner Lots must also have the rear yard sodded. Notwithstanding the foregoing, the Developer or Committee may waive in full or in part the sod requirement as herein provided in favor of a seeded lawn if there is an underground irrigation system to serve the Lot and if the Owner agrees to utilize the underground irrigation system as necessary for the installation and maintenance of the lawn.
- (e) In addition to the requirements in subparagraph (c) above, the landscaping plan for each single family detached dwelling lot shall achieve a minimum of 1,500 landscape points as determined by the following point schedule.

Landscape Element	Point Value
(A) Small Shade Tree (balled and burlapped) (1-1/2 - 2" Caliper at 6 inches)	50
(B) Medium shade Tree (balled and burlapped) (2-1/2" Caliper at 6 inches)	100
(C) Large Shade Tree (balled and burlapped) (3-4" Caliper at 18 inches)	150
(D) Extra Large Shade Tree (balled and burlapped (greater than 4" Caliper at 18 inches)	i) 200
(E) Small Evergreen Tree (3 - 4-1/2 feet in height)	25
(F) Medium Evergreen Tree (5 - 6-1/2 feet in height)	50

(G)	Large Evergreen Tree (7-8 feet in height)	100
(H)	Evergreen Shrubs (minimum of 18 inches in diameter)	20
(I)	Small Deciduous Shrub (18-35 inches in height)	10
(J)	Medium Deciduous Shrub (36-59 inches in height)	15
(K)	Large-Scale Shrub (balled and burlapped) (60 inches or greater in height)	25
(L)	Decorative Wall (per face feet) (Note: materials for walls may include boulders and timbers, but not cement)	5
(M)	Decorative Fence (per linear foot)	1
(N)	Earth Berm (per linear foot)	1
(O)	Paver Stone Walk or Patio (per square foot) (Note: driveways constructed of paver stones will not constitute landscaping)	1

- (f) The final point totals must come from a balanced variety of the listed elements acceptable to the Developer or Committee, as applicable.
- (g) The Developer encourages the use of plantings and various landscaping materials in excess of the required minimums, but the overall plan should adapt to the surrounding topography.
- (h) The maintenance or the plantings and yard areas is the responsibility of the Owner. Any trees or shrubs which die shall be promptly removed by the Owner and replaced with a similar variety or approximately the same size as the trees or shrubs removed.
- (i) For Lots which include existing trees but are not in the designated forest areas, the following guidelines shall be followed to help preserve the maximum number or mature healthy trees on each Lot:

- (i) Trees that have a good chance of long-term survival should be preserved. The Owner should consider tree species, age, projected lifespan, susceptibility to disease, etc.
- (ii) The Owner should consider construction requirements to save only those trees that have a good chance of survival, and should avoid crowding several trees in hopes of miraculous survival. The Owner should pick the good trees that can be well protected and remove the marginal ones prior to construction.
- (iii) The Owner should provide protection during construction to protect tops and root zones from grading, trenching. filling, compaction by vehicle traffic and erosion. This should include fenced construction limits, erosion control, and immediate removal of excess excavated materials. Sec Exhibit B for construction guidelines.
- (iv) The Owner should provide good tree care, including careful removal of unwanted trees, trimming of those to be kept. and fertilization appropriate to the liming of possible construction damage. Construction in oak woods, especially tree trimming or removal, should be done during the dormant season to prevent infection and spread of the oak wilt fungus.
- (v) The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of three (3) 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 the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Lot Owner.
- (j) Any areas bermed or landscaped by the Developer in any area subject to an easement for the benefit of the Association and any neighborhood identification monuments and signs installed thereon by the Developer, shall be maintained thereafter by the Association as described in Article 7, the cost of such maintenance to be included as General Annual Charge as set forth in Section 10.01.
- 4.11 <u>Construction Deadline</u>. Each dwelling erected shall have its entire external construction completed within eight (8) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God.
- 4.12 <u>Driveways</u>. All driveways from the garage for single family detached dwellings to the public street shall be paved with concrete (cement) within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction.
- 4.121 <u>Garages</u>. All single family detached buildings constructed on any Lot shall have an attached garage that contains not less than two (2) or more than four (4) automobile garage stalls. Any garage containing four stalls shall have a maximum of two garage doors. All garage

doors facing a street shall have a standardized garage door height. All garages containing four (4) garage stalls shall be side-entry garages. The Developer or Committee, as applicable, shall encourage all corner Lots to have side-entry garages. All multi-family buildings will be addressed on an individual basis.

- 4.13 <u>Variances</u>. The Developer or Committee, as applicable, is authorized to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.
- 4.14 <u>Inspections</u>. The Developer or Committee and its designated representatives, as applicable, shall have the right to inspect the construction of any improvements to any Lot, without notice and during regular business hours, to ensure that all construction is performed in accordance with the plans and specifications previously approved by the Developer or Committee.
- 4.15 <u>Lot Maintenance</u>. If Owner does not commence construction on its Lot immediately after purchase, then Owner will maintain the Lot by regular mowing and removal of debris. If, in the opinion of the Developer or Committee, as applicable, Lot maintenance is unacceptable, the Developer or Committee reserves the right to perform maintenance work and place a lien on the Lot to assure reimbursement.
- 4.16 <u>Construction Dumpster</u>. A construction dumpster is required to be used and maintained on a regular basis, unless debris is cleaned up every day during construction.
- 4.17 <u>Erosion Control</u>. Owner and Owner's contractors must maintain effective erosion control at all times before, during and after construction. If in the sole opinion of the Developer or Committee such effective erosion control is not in place, the Developer or 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). Owner shall reimburse Developer or Committee for the cost of such erosion control plus ten percent (10%) to cover the Developer's or Committee's time. Same shall be subject to the collection procedures of Section 11.02, including lien rights, by either the Developer or the Committee.

ARTICLE V

USE RESTRICTIONS

5.01 <u>Single-Family Residences</u>. Each detached dwelling unit shall be used for single family residential purposes.

A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption, plus foster children) plus no more than one unrelated person, or no more than two unrelated adults and their minor children. No structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than four cars.

Except for Home Occupation as that term is defined in the City of Madison zoning ordinance, no business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may he conducted from any Dwelling.

- 5.02 Signs. No sign of any kind shall he displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the property for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods and further except campaign election signs no larger than two (2) feet by three (3) feet, no sooner than forty-five (45) days and no later than two (2) days from the election. The Developer or the Committee may remove any non-conforming signs upon twenty-four (24) hours' notice to the Lot Owner. The Developer reserves the right to erect monuments surrounded with landscaping at the entrances to the Subdivision, which monuments and landscaping shall he maintained by the Association, to identify the Subdivision and to erect appropriate signage for the sales of Lots.
- 5.03 <u>Garbage and Refuse Disposal</u>. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or waste. All clippings, rocks or earth must be in containers and removed from the Subdivision. In completed buildings trash containers must be kept inside of garages and may be placed upon the curb only on days of trash collection. No garbage, refuse or cuttings shall be placed upon the curb unless in a suitable container. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot in the Subdivision.
- 5.04 Storage. Outdoor storage of boats or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot Owners and their families is prohibited unless they are kept in garages. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No exterior antennas (except as set forth in Section 5.041), windmills or satellite dishes shall be erected on any structure or Lot without the prior written approval of the Developer or Committee, as applicable. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or a side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer or Committee. Nothing set forth in this Section 5.04 shall prohibit temporary parking of moving vehicles for the purpose of loading or unloading for a period not to exceed eight (8) hours. No vehicles or other equipment may be parked on any yard at any time.
- 5.041 Antennas, Solar Panels. etc. Except to the extent mandatorily permitted by federal, state or local law, no visible exterior antennas, windmills or satellite dishes in excess of twenty (20) inches in diameter shall be permitted on any structure or Lot. Satellite dishes of twenty (20) inches or less shall be permitted only on the back of a building in the most unobtrusive location, as approved in writing in advance by the Developer or Committee, as applicable. Solar panels shall also not be permitted unless the Developer or Committee determines in writing that installation of solar panels for a particular building will not be incompatible with the improvements on any other Lot and will not adversely affect the appearance of the Subdivision.

- 5.05 <u>Nuisances Prohibited</u>. 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. Nuisances such as loud or unreasonable noise shall not be permitted to exist upon any Lot so as to be detrimental to any other property or its occupants. Exterior lighting shall not be directed in such a manner as to create an annoyance to neighbors. Trash and garbage containers shall not be visible to the public except on days of trash collection.
- 5.06 Lot Appearance. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall he responsible for maintaining the Lot in a neat appearance. This covenant shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard. All Lot areas not used as a building site, as lawn or under cultivation as a family garden, shall have a cover crop or be so cultivated or tended so as to keep them free of noxious weeds.
- 5.07 Pets & Animals. A maximum of three domestic animals (dogs and cats only) may be housed in a Dwelling, except for Pitbulls which are not allowed. No commercial boarding shall be allowed. Kennels shall be inside a Dwelling unless otherwise approved by the Developer or Committee, as applicable. No Owner may keep a dog whose barking creates a nuisance to neighbors, nor any animal which displays vicious propensities.
 - 5.08 Clothes Lines. Permanent clotheslines are not allowed.
- 5.09 <u>Recreational Facilities</u>. On single family lots, permanent rear yard recreation facilities, such as basketball and volleyball courts that would detract from the enjoyment of the adjoining lot owners are not allowed.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- 6.01 Members. Every owner in fee simple of a Lot shall automatically be deemed to be a member ("member") of the Westwind Neighborhood Home Owners Association, Inc., a Wisconsin non-profit., non-stock corporation. Every owner in fee simple of a Lot in an Addition to the Subdivision subject to Covenants and Restrictions similar to this Declaration may be made subject to Association Membership by the Declaration recorded by the Developer. The foregoing is not intended to 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.
 - 6.02 The Association shall have two classes of voting membership:
 - (a) <u>Class A.</u> Class A Members shall be all Owners of Lots subject to the jurisdiction of the Association, with the exception of the Developer. Class A Members shall he 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 he exercised as they

among themselves determine, but in no event shall a split vote be cast with respect to any Lot.

- (b) <u>Class B</u>. The Class B Member shall be the Developer. The Class B member shall be entitled to four (4) voles for each Lot owned subject to the jurisdiction of the Association. 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 under Section 10.05 and the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or
 - (ii) On the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

EASEMENT AREAS; PUBLIC AREAS

- 7.01 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 management and control of the Easement Areas to the extent specified in said easements and all improvements thereon (including identification monuments and signs, and other furnishings and equipment related thereto, if any), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.
- 7.02 <u>Damage or Destruction of Easement Areas by Owner</u>. In the event any Easement Areas are damaged or destroyed by an Owner or any of his or her guests, tenants, licensees, agents or members 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.
- 7.03 Conveyance of Landscaping and Neighborhood Sign Easement Areas to Association. To the extent that the Developer creates easements for landscaping and neighborhood signage, the Developer covenants that it will convey to the Association all easement rights in and to said Easement Areas as specified in said Easements and all rights to any identification monuments or signs and other equipment located thereon. The Association must accept said conveyance.

- 7.04 Maintenance Easement Areas Conveyed to Association. Maintenance of any and all landscaping and vegetation growing within and an Easement Areas dedicated to the Association by the Developer shall be the responsibility of the Association, as well as any irrigation systems, identification monuments or signs, or other equipment that may be installed by the Developer. The Association shall have the duty and responsibility for the maintenance of all Easement Areas dedicated to the Association by the Developer under its control, which shall include but is not limited to mowing, fertilizing, planting, repairing, irrigation, replacement, additional plant stock and in general keeping the highest quality of landscape standards for the Subdivision.
- 7.05 Lands dedicated to the City. Retention ponds, greenways, trails and median strips at neighborhood entrances and areas along major roadways that are City property, or have been dedicated to the City, shall be maintained by the City. While these areas are the City's responsibility, should the maintenance be inadequate or substandard, the Association may add to or supplement the maintenance to achieve the quality standard required for the Subdivision, subject to City approval.

ARTICLE VIII

DIVISION OF LOTS BY OWNERS

8.01 <u>Lot Division</u>. No Lot located within the Subdivision shall be further divided or reduced in size without the prior written approval of the Developer or Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations concerning the subdivision of lands.

ARTICLE IX

CHARGES AND ASSESSMENTS

9.01 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 Maintenance and Repair Easements and improvements thereon and, as assumed by the Association, lands dedicated to the City. 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) and shall be divided and levied equally among all the Lots subject to the jurisdiction of the Association,; provided, however, that such general annual charge shall not exceed the Stated Maximum without the affirmative consent of at least 60% of the total number of combined vote of Lots and, so long as Developer owns a Lot together with the consent of Developer. Such charges shall be paid annually to the Association on or before March 1 of each year. The Stated Maximum shall be \$200 per Lot, unless by majority vote of the Lots the Association makes a determination to increase the stated maximum per Lot at an annual meeting as set forth in the Bylaws of the Association.

Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot subject to the jurisdiction of the Association, or any portion thereof, shall he personally obligated to pay such charges which were assessed or accrued upon the Lot 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 Article X 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 prevent or impede the collection of lawful charges, taxes or similar charges by the City. 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. 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.

ARTICLE X

MISCELANEOUS

10.01 Terms and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot for a period of thirty (30) years from the date this Declaration is initially recorded. Until all of the Lots subject to this Declaration have been sold by Developer, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Fifty-one Percent (51%) of the votes of all Lots subject to this Declaration. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Fifty-one Percent (51%) of the votes of all Lots subject hereto. All amendments shall be consistent with the general plan of development embodied in this Declaration. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Sixty Percent (60%) of the votes of all Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any business organizations, having the power to convey the fee simple title in a given Lot shall constitute a unit having a single vote.

10.02 Enforcement. The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, either to restrain or cure the violation or to recover damages, or both, for a period which shall include thirty (30) days from the date of the filing with Association of a petition by any person who shall be an owner of a Lot subject to this

Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and in the event the Association denies or fails to act upon the petition to the satisfaction or the petitioner within the thirty (30) day period, thereafter such petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessment under Section 9.01), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be an Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (i) the date of the Association's denial of such petition, or (ii) the passage of the aforementioned thirty (30) day period for consideration of the petition by the Association. Any damages collected by the Association shall be distributed, first, to pay for all costs of enforcement, and secondly to the owners of the Lots damaged by the violation pro rata. Notwithstanding the foregoing, the Developer, so long as it owns any Lot shall have the right to initiate any legal action to enforce the provisions of this Declaration without first petitioning the Association.

- 10.03 <u>Severability</u>. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.
- 10.04 <u>Nonforfeiture</u>. Any violation of this Declaration shall not result in a forfeiture or reversion of title to any Lot in the Subdivision.
- 10.05 Additions to Existing Property. The Developer, its successors and assigns, shall have the right, but shall not be obligated, to bring within and subject to this Declaration or subject to the jurisdiction of the Association, at such times and in such stages as the Developer in its sole discretion shall determine, additional lands that are contiguous to the Subdivision, by executing and recording with the Register of Deeds amended or supplemental declarations of covenants and restrictions with respect to the additional property. Such additional lands shall, upon the recording of such amended or supplemental declarations, be deemed to be part of the Subdivision or subject to the jurisdiction of the Association. Under no circumstances shall this Declaration or any amended or supplemental declaration bind the Developer, its successors or assigns, to make any additions (except as specifically agreed therein).

Executed at Madison, Wisconsin, the day and year first above written.

WESTWIND MADISON, INC.

_

("Develope

By:

ohn S. McKenzie, President

Attest

McKenzie, Secretary

18

AUTHENTICATION

Signatures of John S. McKenzie and Jackson T. McKenzie authenticated this _

of <u>Aa</u>, 2023.

Ronald M. Trachtenberg

Title: Member, State Bar of Wisconsin

This Instrument Drafted By: Attorney Ronald M. Trachtenberg

EXHIBIT A

LOT # PARCEL NUMBER

All lots were part of parcel number 251/0708-204-0097-0

All lots have prefix 251.

- 1 0708-204-0101-9
- 2 0708-204-0401-3
- 3 0708-204-0402-1
- 4 0708- 204-0403-9
- 5 0708- 204-0501-1
- 6 0708- 204-0502-9
- 7 0708- 204-0503-7
- 8 0708- 204-0801-5
- 9 0708- 204-0802-3
- 10 0708- 204-0803-1
- 11 0708- 204-0804-9
- 12 0708- 204-0805-7
- 13 0708- 204-0807-3
- 14 0708- 204-0808-1
- 15 0708- 204-0809-9
- 16 0708- 204-0810-6
- 17 0708- 204-0701-7
- 18 0708- 204-1101-8
- 19 0708- 204-1201-6
- 20 0708- 204-1202-4
- 21 0708- 204-1203-2
- 22 0708- 204-1204-0

- 23 0708- 204-1301-4
- 24 0708- 204-1302-2
- 25 0708- 204-1303-0
- 26 0708- 204-1304-8
- 27 0708- 204-1305-6
- 28 0708- 204-1306-4
- 29 0708- 204-1001-0
- 30 0708- 204-1002-8
- 31 0708- 204-1003-6
- 32 0708- 204-1004-4
- 33 0708- 204-1005-2
- 34 0708- 204-1006-0
- 35 0708-204-1008-6
- 36 0708-204-1009-4
- 37 0708- 204-1010-1
- 38 0708-204-1011-9
- 39 0708-204-1012-7
- 40 0708- 204-0901-3
- 41 0708- 204-0902-1
- 42 0708- 204-0903-9
- 43 0708- 204-0904-7
- 44 0708- 204-0905-5
- 45 0708- 204-0906-3
- 46 0708- 204-0907-1
- 47 0708- 204-0908-9
- 48 0708-204-0909-7

UNOFFICIAL COPY

- 49 0708- 204-0910-4
- 50 0708- 204-0608-5
- 51 0708- 204-0607-7
- 52 0708-204-0606-9
- 53 0708- 204-0605-1
- 54 0708- 204-0604-3
- 55 0708- 204-0603-5
- 56 0708- 204-0602-7
- 57 0708- 204-0601-9
- 58 0708- 204-0614-2
- 59 0708- 204-0613-4
- 60 0708-204-0612-6
- 61 0708- 204-0611-8
- 62 0708- 204-0610-0
- 63 0708- 204-0609-3
- 64 0708- 204-0201-7
- 65 0708- 204-0202-5
- 66 0708- 204-0203-3
- 67 0708- 204-0204-1
- 68 0708- 204-0205-9
- 69 0708-204-0206-7
- 70 0708- 204-0207-5

Tx: 29473624

DECLARATION OF CONDITIONS AND COVENANTS FOR THE PLAT OF WESTWIND MADISON, IN THE CITY OF MADISON, DANE COUNTY, WISCONSIN

WHEREAS, Westwind Madison, Inc., a Wisconsin corporation, is the owner of real property legally described as follows:

Lots One (1) through Seventy (70), hereinafter severally a "Lot" and jointly the "lots", Plat of Westwind, as recorded in Volume 61-086A of Plats, on Pages 497 - 501, as Document Number 5900067, Dane County Registry, being a resubdivision of Outlot 2 of Certified Survey Map No. 15568 located in part of the NW ¼, NE ¼, SW ¼, and the SE ¼, of the SE ¼ of Section 20, Town 07 North, Range 08 East, in the City of Madison, Dane County, Wisconsin.

WHEREAS, the lands within said Plat (the "Property") will be benefited through the installation, planting and maintenance of street trees or shrubs, as well as the installation and maintenance of street lights by the City of Madison (the "City") within the public right-of-way in and adjacent to the Property.

NOW THEREFORE, the undersigned Westwind Madison, Inc., ("Owner") hereby declares and agrees that the Property is subject to conditions and covenants as follows:

KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

> DOCUMENT # 5903527

05/26/2023 10:30 AM Trans Fee:

Exempt #:
Rec. Fee: 30.00
Pages: 5

Return to: City Traffic Engineering Division
Suite 109, Madison Municipal Building
215 Martin Luther King Jr. Blvd.
PO Box 2986
Madison, WI 53701-2986

Tax Parcel Nos.: Underlying Parcel No.251/0708-204-0097-0 See attached Exhibit A

- 1. The Owner concurs with the City's policy to promote and enhance the beauty and general weifare of the City through the planting and maintenance of street trees or shrubs, as well as the installation and maintenance of street lights within the public right-of-way adjacent to the Property.
- 2. The Owner acknowledges that it is the City's policy to assess the full cost, including inspection and supervision, of the initial installation of street trees and street lights.
- 3. The Owner, including any heirs, successors and assigns, waives notice and hearing to the assessment for street trees and street lights in accordance with Section 66.073(7)(b), Wisconsin Statutes; Section 66.0701, Wisconsin Statutes; Paragraph (11), Section 10.10; and Paragraph (10), Section 10.39, Madison General Ordinances.

(Signature page to follow)

IN WITNESS WHEREOF, the Owner has entered into this Declaration of Conditions and Covenants as of this _//_day of May, 2023.

Westwind Madison, Inc.

Jackson T. McKenzie, Wice President

State of Wisconsin

)ss.

County of Dane

Personally came before me this _____day of May, 2023, the above-named Jackson T. McKenzie, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

onald M. Trachtenberg

Notary Public, State of Wisconsin My Commission Is Permanent

TRACHTERS OF ARY OF ARY OF WISCOMING

Drafted by:

City Traffic Engineering Division

Suite 109, Madison Municipal Building

215 Martin Luther King Jr. Blvd,

PO Box 2986,

Madison, WI 53701-2986

EXHIBIT A

LOT # PARCEL NUMBER

All lots were part of parcel number 251/0708-204-0097-0

All lots have prefix 251.

- 1 0708-204-0101-9
- 2 0708-204-0401-3
- 3 0708- 204-0402-1
- 4 0708- 204-0403-9
- 5 0708- 204-0501-1
- 6 0708- 204-0502-9
- 7 0708- 204-0503-7
- 8 0708- 204-0801-5
- 9 0708- 204-0802-3
- 10 0708- 204-0803-1
- 11 0708- 204-0804-9
- 12 0708- 204-0805-7
- 13 0708- 204-0807-3
- 14 0708- 204-0808-1
- 15 0708- 204-0809-9
- 16 0708- 204-0810-6
- 17 0708- 204-0701-7
- 18 0708- 204-1101-8
- 19 0708- 204-1201-6
- 20 0708- 204-1202-4
- 21 0708- 204-1203-2
- 22 0708- 204-1204-0

- 23 0708- 204-1301-4
- 24 0708- 204-1302-2
- 25 0708- 204-1303-0
- 26 0708- 204-1304-8
- 27 0708- 204-1305-6
- 28 0708- 204-1306-4
- 29 0708- 204-1001-0
- 30 0708-204-1002-8
- 31 0708-204-1003-6
- 32 0708- 204-1004-4
- 33 0708- 204-1005-2
- 34 0708- 204-1006-0
- 35 0708- 204-1008-6
- 36 0708-204-1009-4
- 37 0708- 204-1010-1
- 38 0708- 204-1011-9
- 39 0708- 204-1012-7
- 40 0708- 204-0901-3
- 41 0708- 204-0902-1
- 42 0708- 204-0903-9
- 43 0708- 204-0904-7
- 44 0708- 204-0905-5
- 45 0708- 204-0906-3
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- 48 0708- 204-0909-7

- 49 0708- 204-0910-4
- 50 0708- 204-0608-5
- 51 0708- 204-0607-7
- 52 0708- 204-0606-9
- 53 0708- 204-0605-1
- 54 0708- 204-0604-3
- 55 0708- 204-0603-5
- 56 0708- 204-0602-7
- 57 0708- 204-0601-9
- 58 0708- 204-0614-2
- 59 0708- 204-0613-4
- 60 0708- 204-0612-6
- 61 0708- 204-0611-8
- 62 0708-204-0610-0
- 63 0708- 204-0609-3
- 64 0708- 204-0201-7
- 65 0708- 204-0202-5
- 66 0708- 204-0203-3
- 67 0708- 204-0204-1
- 68 0708-204-0205-9
- 69 0708-204-0206-7
- 70 0708- 204-0207-5

State Bar of Wisconsin Form 00-2011 **CORRECTION INSTRUMENT**

Under Wis. Stat. § 706.085

Document Number

Document Name

	Trans Fee: Exempt #:		
County, Wisconsin, on May 26 , 2023, in volume	of document), and Pages: 5 Grantor, and **The above recording information verifies that this document has been electronically recorded and		
, as document number 5903526, and contained the fo	lowing error:		
Section 4.02(a) as recorded reads: No single story dwell	ing shall have Recording Area		
less than 1.900 square feet;	Name and Return Address		
Undersigned makes this Correction Instrument for the purpose of co-conveyance as follows:	i F		
Section 4.02(a) is corrected to read: No single story dwel			
less than 1,900 square feet;	Middleton WI 53562		
The basis for Undersigned's personal knowledge is (check one): Undersigned is the Grantor/Grantee of the property described in	•		
Undersigned is the drafter of the conveyance that is the subject of			
Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument			
Other (Explain):			
A copy of the conveyance (in part or whole) is is is not attached to attached, attach the legal description). Undersigned has sent notice of the execution and recording of this Cotransaction that was the subject of the conveyance at their last known	prrection Instrument by 1 st class mail to all parties to the		
Dated September 14, 2023 *Ronald M. Trachtenberg (SEA			
AUTHENTICATION	ACKNOWLEDGMENT		
Signature of Ronald M. Trachtenberg	STATE OF WISCONSIN)		
authenticated on September 14, 2023	Dane COUNTY) ss		
* Christyher J. Dodge	Personally came before me on September 14 , 20123		
TITLE: MEMBER STATE BAR OF WISCONSIN	the above-named Ronald M. Trachtenberg to me known to be the person who executed the foregoing		
(If not,authorized by Wis. Stat. §706.06)	instrument and acknowledged the same.		
THIS INSTRUMENT DRAFTED BY:	*		
Attorney Ronald M. Trachtenberg	Notary Public, State of Wisconsin My Commission (is permanent) (expires:		
Anomey Ronald W. Haemenberg	/ / / / / / / / / / / / / / / / / / / /		

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

DOCUMENT #

5924028 09/14/2023 12:51 PM

Legal Description

Lots One (1) through Seventy (70), Plat of Westwind, in the City of Madison, Dane County Wisconsin.

EXHIBIT A

LOT # PARCEL NUMBER

All lots were part of parcel number 251/0708-204-0097-0

All lots have prefix 251.

- 1 0708-204-0101-9
- 2 0708-204-0401-3
- 3 0708- 204-0402-1
- 4 0708- 204-0403-9
- 5 0708- 204-0501-1
- 6 0708- 204-0502-9
- 7 0708- 204-0503-7
- 8 0708- 204-0801-5
- 9 0708-204-0802-3
- 10 0708- 204-0803-1
- 11 0708- 204-0804-9
- 12 0708- 204-0805-7
- 13 0708- 204-0807-3
- 14 0708- 204-0808-1
- 15 0708- 204-0809-9
- 16 0708- 204-0810-6
- 17 0708- 204-0701-7
- 18 0708- 204-1101-8
- 19 0708- 204-1201-6
- 20 0708- 204-1202-4
- 21 0708- 204-1203-2
- 22 0708- 204-1204-0

- 23 0708- 204-1301-4
- 24 0708- 204-1302-2
- 25 0708- 204-1303-0
- 26 0708-204-1304-8
- 27 0708- 204-1305-6
- 28 0708- 204-1306-4
- 29 0708- 204-1001-0
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- 31 0708- 204-1003-6
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- 59 0708- 204-0613-4
- 60 0708- 204-0612-6
- 61 0708- 204-0611-8
- 62 0708- 204-0610-0
- 63 0708- 204-0609-3
- 64 0708- 204-0201-7
- 65 0708- 204-0202-5
- 66 0708- 204-0203-3
- 67 0708- 204-0204-1
- 68 0708- 204-0205-9
- 69 0708-204-0206-7
- 70 0708- 204-0207-5

UNOFFICIAL COPY

Tx:9473624

USPS CLUSTER BOX EASEMENT AND INSTALLATION, MAINTENANCE, REPAIR AND REPLACMENT AGREEMENT ("AGREEMENT")

WHEREAS, Westwind Madison, Inc., a Wisconsin corporation, is the owner of real property legally described as follows:

Lots One (1) through Seventy (70), hereinafter severally a "Lot" and jointly the "Lots", Plat of Westwind, as recorded in Volume 61-086A of Plats, on Pages 497 - 501, as Document Number 5900067, Dane County Registry, being a resubdivision of Outlot 2 of Certified Survey Map No. 15568 located in part of the NW ¼, NE ¼, SW ¼, and the SE ¼, of the SE ¼ of Section 20, Town 07 North, Range 08 East, in the City of Madison, Dane County, Wisconsin.

and the sole member of the Westwind Neighborhood Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, the "Association"; and

WHEREAS, the Lots within said Plat (the "Property") will be served by United States Postal Service by Cluster Box Units (CBU's); and

WHEREAS, to facilitate the installation, maintenance, repair and replacement of said CBU's it is required and necessary to have this USPS Cluster Box Easement and Installation, Maintenance, Repair and Replacement Agreement recorded against and binding upon the Association and the Lots;

KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

> DOCUMENT # 5903528

05/26/2023 10:30 AM Trans Fee:

Exempt #:
Rec. Fee: 30.00
Pages: 18

Return to: Ronald M. Trachtenberg, Esq Fuhrman & Dodge S.C. 6405 Century Avenue Suite 101 Middleton WI 53562

Tax Parcel Nos.: Underlying Parcel No. 251/0708-204-0097-0 See Attached Exhibit **8**

NOW THEREFORE, the undersigned Westwind Madison, Inc., the "Owner" of the Lots and sole member of the Association does hereby declare, subject and bind the Lots to the following terms, conditions and covenants as follows:

1. The following Lots shall be and are subject to and benefit from

a. a 14 foot wide by 8 foot deep nonexclusive easement, as granted on Lot 17 of the said plat of Westwind (see Exhibit A-1);

b. an 8 foot wide by 8 foot deep nonexclusive easement, as granted on Lot 34 of the said plat of Westwind (see Exhibit A-2):

c. a 14 foot wide by 8 foot deep nonexclusive easement, as granted on Lot 35 of the said plat of Westwind (see Exhibit A-3);

d. an 8 foot wide by 8 foot deep nonexclusive easement, as granted on Lot 47 of the said plat of Westwind (see Exhibit A-4);

e. a 14 foot wide by 8 foot deep nonexclusive easement, as granted on Lot 4 of the said plat of Westwind (see Exhibit A-5); and

f. a 14 foot wide by 8 foot deep nonexclusive easement, as granted on Lot 67 of the said plat of Westwind (see Exhibit A-6);

all as specifically denoted, described and depicted on Exhibits A-1 through A-6 for the installation, maintenance, repair and replacement as necessary of United States Postal Service ("USPS") multi-user communal mail boxes (Cluster Box Units or "CBU's) for use by multiple properties, to wit, the Lots herein as specified in Exhibits A-1 through A-6, for the purpose of

receiving and sending mail, other communications and packages as permitted under the rules and regulations of the USPS. No owner of a Lot shall interfere with the use of the easement area or its intended use.

- 2. The Lots as denoted on Exhibits A-1 through A-6 are specifically assigned to the CBU's as therein noted said Exhibits A-1 through A-6 for the purpose of receiving and sending mail, other communications and packages as permitted under the rules and regulations of the USPS. If the USPS requires a change of the Lots to be served by a CBU, a copy of said change order shall be recorded with the office of the Dane County Register of Deeds and this Agreement shall be deemed amended accordingly.
- 3. Westwind Madison, Inc., shall be responsible for the initial installation of the CBU's in conformity with the rules and regulations of the USPS.
- 4. After the initial installation of the CBU's, the Association shall be the owner of the CBU's and shall be responsible for the maintenance, repair and replacement as necessary of the CBU's in conformity with the rules and regulations of the USPS. Such cost shall be a general expense of the Association.
- 5. If the Association is dissolved or otherwise fails to maintain, repair or replace as necessary the CBU's in conformity with the rules and regulations of the USPS, the owners of those Lots assigned to the CBU in need of maintenance, repair or replacement shall be the owners of the CBU and shall bear the responsibility for such maintenance, repair and replacement in conformity with the rules and regulations of the USPS. Such cost shall be divided equally among the Lots served by the CBU. Any Lot owner who intentionally damages a CBU or whose tenant or occupant damagers a CBU, shall be responsible for the cost of repair or replacement as necessary.
- Notice is hereby given that if a CBU is not properly maintained, repaired or replaced, the USPS may refuse mail delivery thereto.
- 7. This Agreement may be enforced by the Owner, the Association or any owner of a Lot. The successful party in such enforcement action shall be entitled to recover all costs of suit, including reasonable and necessary attorneys fees.
- 8. The City of Madison (the "City") shall not be responsible for the installation, maintenance, repair or replacement of the CBU's and if the City is or elects to cure a maintenance or replacement situation, the Lots served by the CBU shall be responsible to reimburse the City for such costs of maintenance or replacement, and if not reimbursed, the City shall be allowed to use special charges as provided by State statute and City Ordinance if necessary as against the non-reimbursing Lots.
- 9. This Agreement shall be perpetual and shall run with the land, being binding upon the Association and the owners of the Lots, and their respective heirs, successors and assigns. The terms and conditions of this Agreement may be amended by the Association, or upon the dissolution of the Association, the unanimous consent of the owners of those Lots served by the CBU, but only with the approval of the City of Madison. Such amendment must be in writing, executed in recordable form, and recorded in the office of the Register of Deed for Dane County.

IN WITNESS WHEREOF, the Owner has entered into this Agreement as of this / 2023. Westwind Madison/Inc. Vice President State of Wisconsin)ss. County of Dane day of May, 2023, the above-named Jackson T. McKenzie, acting Personally came before me this in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same. Ronald M. Trachtenberg Notary Public, State of Wisconsin My Commission is permanent. Drafted by:

EXHIBIT "A-1"

8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 17 AND 18

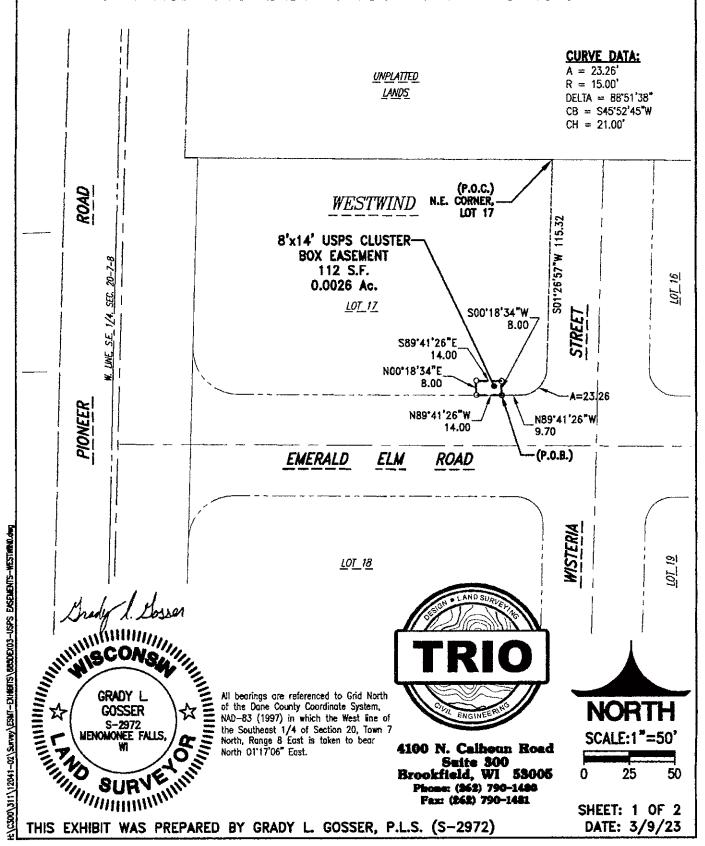


EXHIBIT "A-1" CONTINUED

8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 17 AND 18

LEGAL DESCRIPTION:

An 8'x14' USPS Cluster Box Easement for the Benefit of Lots 17 and 18, located on, over and across part of Lot 17 of "Westwind", recorded in the Office of the Register of Deeds for Dane County on <u>S / 9/2023</u> as Document No. 90067, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast Corner of said Lot 17, Thence South 01°26'57" West and along the West Right-of-Way line of "Wisteria Street", 115.32 feet to a point of curvature; Thence Southwesterly 23.26 feet along the said West Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 15.00 feet, whose central angle is 88°51'38", and whose chord bears South 45°52'45" West, 21.00 feet to a point of tangency on the North Right-of-Way line of "Emerald Elm Road"; Thence North 89°41'26" West along the said North Right-of-Way line, 9.70 feet to the place of beginning of lands hereinafter described;

Continuing thence North 89°41'26" West along the said North Right-of-Way line, 14.00 feet to a point; Thence North 00°18'34" East, 8.00 feet to a point; Thence South 89°41'26" East, 14.00 feet to a point; Thence South 00°18'34" West, 8.00 feet to a point on the said North Right-of-Way line of said "Emerald Elm Road" and the point of beginning of this description.

Said Easement contains 112 Square Feet (or 0.0026 Acres) of land, more or less.

Date: 3/9/23

GRADY L.
GOSSER
S-2972
MENOMONEE FALLS,
WI

SURVE

Grady L. Gosser, P.L.S.

Professional Land Surveyor S-2972

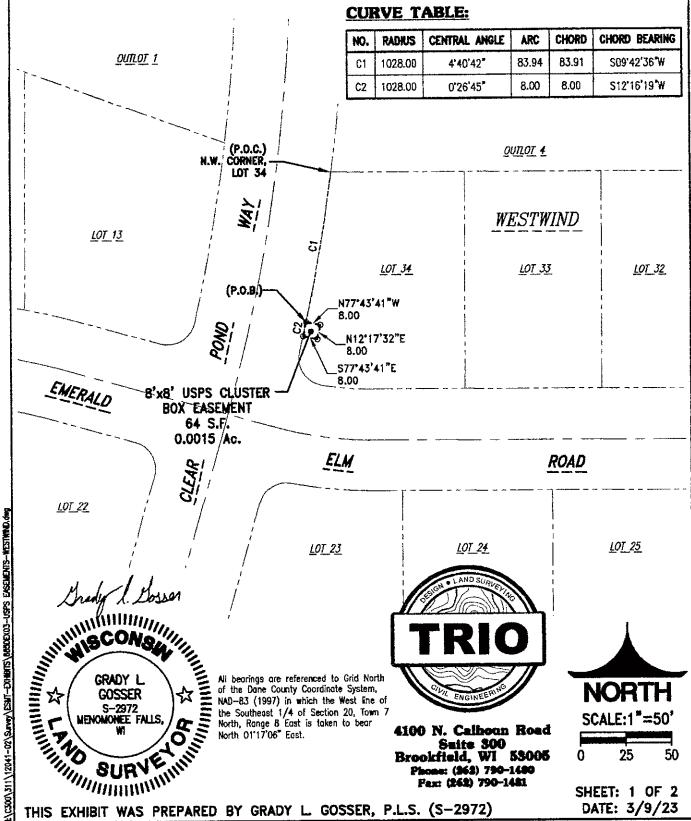
TRIO ENGINEERING, LLC

4100 N. Calhoun Road, Suite 300

Brookfield, WI 53045

EXHIBIT "A-2"

8'x8' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 13-16 AND 19-34



THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

SHEET: 1 OF 2 DATE: 3/9/23

EXHIBIT "A-2" CONTINUED

8'x8' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 13-16 AND 19-34

LEGAL DESCRIPTION:

An 8'x8' USPS Cluster Box Easement for the Benefit of Lots 13-16 and 19-34, located on, over and across part of Lot 34 of "Westwind", recorded in the Office of the Register of Deeds for Dane County on $\frac{\sqrt{9/2000}}{\sqrt{9/2000}}$, as Document No. 590667, being a part of the Southwest 1/4 of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest Corner of said Lot 34; Thence Southwesterly 83.94 feet along the East Right-of-Way line of "Clear Pond Way" and the arc of a curve, whose center lies to the Northwest, whose radius is 1028.00 feet, whose central angle is 04°40'42", and whose chord bears South 09°42'36" West, 83.91 feet to the place of beginning of lands hereinafter described;

Continuing thence Southwesterly 8.00 feet along the said East Right-of-Way line and the arc of a curve, whose center lies to the Northwest, whose radius is 1028.00 feet, whose central angle is 00°26'45", and whose chord bears South 12°16'19" West, 8.00 feet to a point; Thence South 77°43'41" East, 8.00 feet to a point; Thence North 12°17'32" East, 8.00 feet to a point; Thence North 77°43'41" West, 8.00 feet to the point on the said East Right-of-Way line and the point of beginning of this description.

Said Easement contains 64 Square Feet (or 0.0015 Acres) of land, more or less.

Date: 3/9/23

GRADY L.
GOSSER
S-2972
MENOMONEE FALLS,
WI

SURVE

Grady L. Gosser, P.L.S.

Professional Land Surveyor S-2972

TRIO ENGINEERING, LLC

4100 N. Calhoun Road, Suite 300

Brookfield, WI 53045

EXHIBIT "A-3" 8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 8-12 AND 35-44 LOT 9 **X X** 74 107 LOT 44 LOT 43 LOT 10 RED PINE DRIVE LOT 11 8'x14' USPS CLUSTER S88 33'03"E **BOX EASEMENT CURVE DATA:** 8.00 112 S.F. A = 29.83'0.0026 Ac. R = 102B.00'N01°26'57"E 14.00 DELTA = 01'39'46" S01'26'57"W CB = N02'16'50''E14.00 CH = 29.83'WESTWIND N01'26'57"E 51.80 N88'33'03"W (P.O.B.) 8.00 LOT 12 101 37 LOT 35 LOT 36 CLEAR COOC/311/12041-02/SAWW/ESAT-EXHBITS\88000003-USPS EXELENTS-WED.A Ουπιοτ 1 (P.O.C.) OUTLOT 4 LOT 35 All bearings are referenced to Grid North of the Dane County Coordinate System, NORT NAD-83 (1997) in which the West line of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East is taken to bear North 01'17'06" East. S-2972 MENOMONEE FALLS SCALE:1"=50 4100 N. Calboun Road Suite 300 Brookfield, WI 53006 Phone: (262) 790-1486 Fax: (262) 790-1481 SHEET: 1 OF 2 THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972) DATE: 3/9/23

EXHIBIT "A-3" CONTINUED

8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 8-12 AND 35-44

LEGAL DESCRIPTION:

An 8'x14' USPS Cluster Box Easement for the Benefit of Lots 8-12 and 35-44, located on, over and across part of Lot 35 of "Westwind", recorded in the Office of the Register of Deeds for Dane County on 5/9/2023 as Document No. 700667, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Lot 35; Thence Northeasterly 29.83 feet along the East Right-of-Way line of "Clear Pond Way" and the arc of a curve, whose center lies to the Northwest, whose radius is 1028.00 feet, whose central angle is 01°39'46", and whose chord bears North 02°16'50" East, 29.83 feet to a point of tangency; Thence North 01°26'57" East and along the said East Right-of-Way line, 51.80 feet to the place of beginning of lands hereinafter described:

Continuing thence North 01°26'57" East and along the said East Right-of-Way line, 14.00 feet to a point; Thence South 88°33'03" East, 8.00 feet to a point; Thence South 01°26'57" West, 14.00 feet to a point; Thence North 88°33'03" West, 8.00 feet to a point on the said East Right-of-Way line and the point of beginning of this description.

Said Easement contains 112 Square Feet (or 0.0026 Acres) of land, more or less.

Date: 3/9/23

GRADY L.
GOSSER
S-2972
MENOMONEE FALLS,
WI

SURVENIMENTAL PROPERTY OF THE PROP

Grady L. Gosser, P.L.S.

Professional Land Surveyor S-2972

TRIO ENGINEERING, LLC

4100 N. Calhoun Road, Suite 300

Brookfield, WI 53045

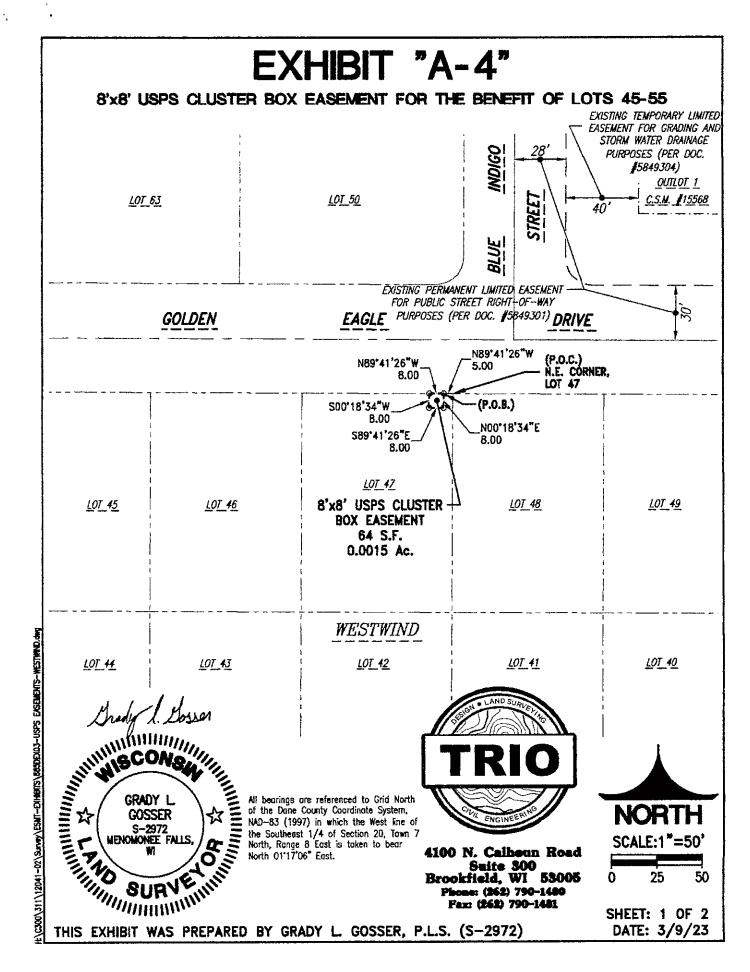


EXHIBIT "A-4" CONTINUED

8'x8' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 45-55

LEGAL DESCRIPTION:

An 8'x8' USPS Cluster Box Easement for the Benefit of Lots 45-55, located on, over and across part of Lot 47 of "Westwind", recorded in the Office of the Register of Deeds for Dane County on 5/9/2023, as Document No. 5/900067, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northeast corner of said Lot 47; Thence North 89°41'26" West and along the South Right-of-Way line of "Golden Eagle Drive", 5.00 feet to the place of beginning of lands hereinafter described;

Continuing thence North 89°41'26' West and along the said South Right-of-Way line, 8.00 feet to a point; Thence South 00°18'34" West, 8.00 feet to a point; Thence South 89°41'26" East, 8.00 feet to a point; Thence North 00°18'34" East, 8.00 feet to a point on the said South Right-of-Way line and the point of beginning of this description.

Said Easement contains 64 Square Feet (or 0.0015 Acres) of land, more or less.

Date: 3/9/23

GRADY L.
GOSSER
S-2972
MENOMONEE FALLS,
WI

Grady L. Gosser, P.L.S.

Professional Land Surveyor S-2972

TRIO ENGINEERING, LLC

4100 N. Calhoun Road, Suite 300

Brookfield, WI 53045

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EXHIBIT "A-5" 8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 1-7 AND 57-63 <u>LOT 58</u> LOT 3 Z Z LOT 59 8'x14' USPS CLUSTER-**BOX EASEMENT** 112 S.F. 0.0026 Ac. LOT 4 N89'41'26"W 14.00 S00'18'34"W UNPLATTED N00'18'34"E 8.00 8.00 LANDS S89*41'26"E 87.61 LOT 60 589°41'26"E (P.O.C.) (P.O.B.) 14.00 S.W. CORNER, LOT 4 HYDRANGEA ROAD WESTWIND LOT 61 LOT 5 CLEAR LOT 62 LOT 6 GRAL GOS. S-29 MENOMONEE WILLIAM SUR HISCONON All bearings are referenced to Grid North of the Dane County Coordinate System. NORTH NAD-83 (1997) in which the West line of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East is taken to bear North 01*17*06" East. S-2972 MENOMONEE FALLS SCALE:1"=50 4100 N. Calhoun Road Suite 300 Brookfield, WI 58005 25 Phone: (262) 790-1480

Pax: (262) 790-1481

SHEET: 1 OF 2 DATE: 3/9/23

THIS EXHIBIT WAS PREPARED BY GRADY L GOSSER, P.L.S. (S-2972)

EXHIBIT "A-5" CONTINUED

8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 1-7 AND 57-63

LEGAL DESCRIPTION:

An 8'x14' USPS Cluster Box Easement for the Benefit of Lots 1-7 and 57-63, located on, over and across part of Lot 4 of "Westwind", recorded in the Office of the Register of Deeds for Dane County on 5/9/003, as Document No 5900367, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East, in the City of Madison, Dane County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Southwest corner of said Lot 4; Thence South 89°41'26" East and along the North Right-of-Way line of "Hydrangea Road", 87.61 feet to the place of beginning of lands hereinafter described;

Continuing thence South 89°41′26" East and along the said North Right-of-Way line, 14.00 feet to a point; Thence North 00°18′34" East, 8.00 feet to a point; Thence North 89°41′26" West, 14.00 feet to a point; Thence South 00°18′34" West, 8.00 feet to a point on the said North Right-of-Way line and the point of beginning of this description.

Said Easement contains 112 Square Feet (or 0.0026 Acres) of land, more or less.

Date: 3/9/23

GRADY L.
GOSSER
S-2972.
MENOMONEE FALLS,
WI

SURVE

Grady L. Gosser, P.L.S.

Professional Land Surveyor S-2972

TRIO ENGINEERING, LLC

4100 N. Calhoun Road, Suite 300

Brookfield, WI 53045

EXHIBIT "A-6" 8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 56 AND 64-70 WESTWIND LOT 67 8'x14' USPS CLUSTER **BOX EASEMENT** LOT 65 LOT 66 LOT 69 LOT 68 112 S.F. 0.0026 Ac. 589*41'26"E 14.00 S00"18'34"W 8.00 (P.O.C.) S.E. CORNER, N00"18"34"E 8.00 LOT 67 N89'41'26"W N89"41'26"W 5.00 14.00 (P.O.B.) EXISTING TEMPORARY LIMITED EASEMENT FOR GRADING AND **ELDERBERRY** ROAD STORM WATER DRAINAGE PURPOSES (PER DOC. **\$5849304**) LOT 56 EXISTING PERMANENT LIMITED EASEMENT FOR PUBLIC STREET RIGHT-OF-WAY t\cso(311\12041-02\Samp\tesht-exhibits\aedoexo3-usps easeachts-hesphand.omg PURPOSES (PER DOC. \$5849301) BLUE OUTLOT 1 28 C.S.M. \$15568 GRADY L All bearings are referenced to Grid North NORTH of the Dane County Coordinate System, GOSSER NAD-83 (1997) in which the West line of the Southeast 1/4 of Section 20, Town 7 North, Range 8 East is taken to bear North 01:17'06" East. SCALE:1 =50' 4100 N. Calhoun Road Suite 300 25 Brookfield, WI 53005 Phone: (262) 790-1480 Fax: (262) 790-1481 SHEET: 1 OF 2 DATE: 3/9/23 THIS EXHIBIT WAS PREPARED BY GRADY L. GOSSER, P.L.S. (S-2972)

EXHIBIT "A-6" CONTINUED

8'x14' USPS CLUSTER BOX EASEMENT FOR THE BENEFIT OF LOTS 56 AND 64-70

LEGAL DESCRIPTION:

Commencing at the Southeast corner of said Lot 67; Thence North 89°41'26" West and along the North Right-of-Way line of "Elderberry Road", 5.00 feet to the place of beginning of lands hereinafter described;

Continuing thence North 89°41'26" West and along the said North Right-of-Way line, 14.00 feet to a point; Thence North 00°18'34" East, 8.00 feet to a point; Thence South 89°41'26" East, 14.00 feet to a point; Thence South 00°18'34" West, 8.00 feet to a point on the said North Right-of-Way line and the point of beginning of this description.

Said Easement contains 112 Square Feet (or 0.0026 Acres) of land, more or less.

Date: 3/9/23

GRADY L.
GOSSER
S-2972
MENOMONEE FALLS,
WI

SURVE

Grady L. Gosser, P.L.S.

Professional Land Surveyor S-2972

TRIO ENGINEERING, LLC

4100 N. Calhoun Road, Suite 300

Brookfield, WI 53045 Phone: (262)790-1480

EXHIBIT B

LOT # PARCEL NUMBER

All lots were part of parcel number 251/0708-204-0097-0

All lots have prefix 251.

- 1 0708-204-0101-9
- 2 0708-204-0401-3
- 3 0708- 204-0402-1
- 4 0708- 204-0403-9
- 5 0708- 204-0501-1
- 6 0708- 204-0502-9
- 7 0708- 204-0503-7
- 8 0708- 204-0801-5
- 9 0708- 204-0802-3
- 10 0708- 204-0803-1
- 11 0708- 204-0804-9
- 12 0708- 204-0805-7
- 13 0708- 204-0807-3
- 14 0708- 204-0808-1
- 15 0708- 204-0809-9
- 16 0708- 204-0810-6
- 17 0708- 204-0701-7
- 18 0708- 204-1101-8
- 19 0708- 204-1201-6
- 20 0708- 204-1202-4
- 21 0708- 204-1203-2
- 22 0708- 204-1204-0

- 23 0708- 204-1301-4
- 24 0708- 204-1302-2
- 25 0708- 204-1303-0
- 26 0708- 204-1304-8
- 27 0708- 204-1305-6
- 28 0708- 204-1306-4
- 29 0708- 204-1001-0
- 30 0708- 204-1002-8
- 31 0708- 204-1003-6
- 32 0708- 204-1004-4
- 33 0708- 204-1005-2
- 34 0708- 204-1006-0
- 35 0708- 204-1008-6
- 36 0708- 204-1009-4
- 37 0708- 204-1010-1
- 38 0708- 204-1011-9
- 39 0708-204-1012-7
- 40 0708- 204-0901-3
- 41 0708- 204-0902-1
- 42 0708- 204-0903-9
- 43 0708- 204-0904-7
- 44 0708- 204-0905-5
- 45 0708- 204-0906-3
- 46 0708- 204-0907-1
- 47 0708- 204-0908-9
- 48 0708- 204-0909-7

- 49 0708- 204-0910-4
- 50 0708- 204-0608-5
- 51 0708- 204-0607-7
- 52 0708- 204-0606-9
- 53 0708- 204-0605-1
- 54 0708- 204-0604-3
- 55 0708- 204-0603-5
- 56 0708- 204-0602-7
- 57 0708- 204-0601-9
- 58 0708- 204-0614-2
- 59 0708- 204-0613-4
- 60 0708-204-0612-6
- 61 0708- 204-0611-8
- 62 0708- 204-0610-0
- 63 0708- 204-0609-3
- 64 0708- 204-0201-7
- 65 0708- 204-0202-5
- 66 0708- 204-0203-3
- 67 0708- 204-0204-1
- 68 0708- 204-0205-9
- 69 0708-204-0206-7
- 70 0708- 204-0207-5

AMDENDMENT TO COOPERATIVE AGREEMENT

In re:: Lots One (1) through Seventy (70) inclusive, and Outlot 2, Plat of Westwind, said plat recorded in Volume 61-086A of Plats, on Pages 497 - 501, as Document Number 5900067, Dane County Registry, being a resubdivision of Outlot 2 of Certified Survey Map No. 15568 located in part of the NW ¼, NE ¼, SW ¼, and the SE ¼, of the SE ¼ of Section 20, Town 07 North, Range 08 East, in the City of Madison, Dane County, Wisconsin, hereinafter the Westwind Madison lands, and

Outlots 1, 2 and 3, Certified Survey Map No. 16502, as recorded on May 28, 2024 in the office of the Dane County Register of Deeds in Volume 123 of CSMs on Pages 254-262 as Cocument No. 5965531, hereinafter the United Herrling lands.

THIS Amendment to Cooperative Agreement, made this day of November, 2024, by Westwind Madison, Inc., a Wisconsin corporation, hereinafter Westwind Madison, and United Herrling Land, LLC, hereinafter United Herrling:

KRISTI CHLEBOWSKI DANE COUNTY REGISTER OF DEEDS

DOCUMENT #
5997124

11/18/2024 01:22 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 5

TURN TO:

Attorney Ronald M. Trachtenberg Fuhrman + Dodge, S.C. 6405 Century Avenue Suite 101 Middleton WI 53562

Parcel Identification Number Lots 1-70: See attached Exhibit A Outlot 2 of Plat: 251/070820400962 Outlot 1 of CSM:251/07820400938 Outlot 2 of CSM:251/07082040946 Outlot 3 of CSM:251/070820400954

WHEREAS, on July 28, 2023. Westwind Madison and Herrling United entered into a certain Cooperative Agreement recorded in the office of the Dane County Register of Deeds on August 3, 2021, as Document No. 5756922; and

WHEREAS, pursuant to Section 16 of the Cooperative Agreement, Westwind Madison and United Herrling desire to amend Paragraph 2 of the Cooperative Agreement:

NOW THEREFORE, pursuant to Section 16 of the Cooperative Agreement, the first sentence of Section 2 shall be modified and replaced as follows:

Westwind further consents and agrees the protective covenants applicable to the HSF Land shall (i) at a minimum require 30% or more of the front exterior elevations of the homes to consist of brick, stone, or stucco, (ii) prohibit aluminum and vinyl siding on the front exterior elevations of the homes, and (iii) define Approved Exterior Materials as wood composite, wood, stucco, or cement board; however: notwithstanding (i) above, not more than 20 total Lots in the HSF Land may have all wood or all wood composite front siding elevation in lieu of the 30% requirement of brick, stone or stucco.

OTHER THAN THE FOREGOING; the Cooperative Agreement remains unchanged and in full force and effect.

Executed at Madison, Wisconsin, the day and year first above written.

WESTWIND MADISON, INC. on T. McKenzie Wice President & Secreta UNITED HEERLING LAND, LLC By: MCS Investments, Inc., its sole member **AUTHENTICATION** Signatures of Jackson T. McKenzie authenticated this Title: Member, State Bar of Wisconsin day of NOVEMBER 2024. Signatures of Gary Milske authenticated this Charles Koehler

Title: Member, State Bar of Wisconsin

This Instrument Drafted By: Attorney Ronald M. Trachtenberg

2024.

EXHIBIT A

LOT # PARCEL NUMBER

All lots were part of parcel number 251/0708-204-0097-0

All lots have prefix 251.

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- 56 0708-204-0602-7
- 57 0708- 204-0601-9
- 58 0708-204-0614-2
- 59 0708-204-0613-4
- 60 0708-204-0612-6
- 61 0708- 204-0611-8
- 62 0708- 204-0610-0
- 63 0708- 204-0609-3
- 64 0708-204-0201-7
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- 70 0708- 204-0207-5