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**AGREEMENT
AND
DECLARATION OF
COVENANTS, RESTRICTIONS
AND CONDITIONS FOR**

CARRIAGE RIDGE

**TOWN OF WESTPORT
DANE COUNTY, WISCONSIN**

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**AGREEMENT AND DECLARATION OF
COVENANTS, RESTRICTIONS AND CONDITIONS
FOR
CARRIAGE RIDGE
TOWN OF WESTPORT
DANE COUNTY, WISCONSIN**

DECLARATION of protective covenants, restrictions and conditions made this 3rd day of June, 1994, by Carriage Ridge LLC, a Wisconsin limited liability company, located at 3810 Milwaukee Street, Madison, WI 53704, hereinafter called "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property described in Article 1 of this Declaration, and is desirous of subjecting a portion of said real property to the conditions, covenants, options, restrictions, reservations, undertakings, agreements and easements hereinafter set forth (sometimes hereinafter collectively referred to as "Covenants"), each and all of which is and are binding upon the property so designated and each owner thereof and every other party having any interest therein, and shall inure to the benefit of, and run with, said property, and each and every parcel thereof.

WHEREAS, the Town of Westport, Dane County, Wisconsin, hereinafter called the "Town," has an interest in assuring that its residents have an adequate and safe water supply as well as an adequate stormwater drainage system and properly maintained streets.

WHEREAS, the Town joins in this Declaration to grant certain easements as more fully set forth below and to insure that it has the right to enforce certain provisions hereof for the health and general welfare of its residents.

NOW THEREFORE, for valuable consideration, the mutual receipt of which is hereby acknowledged, the parties agree as hereinafter set forth and Declarant hereby declares that the real property described in and referred to in Section 1.1 below is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants.

**ARTICLE 1
PROPERTY SUBJECT TO AND
BENEFITING FROM THIS DECLARATION**

1.1 **PROPERTY SUBJECTED TO DECLARATION.** The real property which is, and shall be, held, transferred, sold, conveyed, used and occupied subject to the Covenants is that land (hereinafter "This Subdivision") located in the Town of Westport, Dane County, Wisconsin, which is more particularly described in Exhibit "A" attached hereto. A subdivision plat of This Subdivision has been recorded in the Office of the Register of Deeds of Dane County, Wisconsin on JUNE 10, 1994 in Volume 56-190A of Plats, pages 592, 593, 594, as Document Number 2608674, under the caption "Carriage Ridge."

1.2 **PROPERTY BENEFITED.** The Covenants shall be for the benefit of all of the land in This Subdivision and those adjacent lands known as "Northern Cross Farms," which adjacent lands are more particularly described in Exhibit "B" attached hereto.

1.3 **ADD-ON DECLARATION.** From time to time and at any time, Declarant may, but shall not be required to, subject all or any additional portion of Northern Cross Farms and/or Lot One (1), Certified Survey Map Number 7181, to the terms, provisions and conditions contained in this Declaration, and concurrently extend to such additional lands the benefits herein contained, by recording an instrument with the Register of Deeds of Dane County, Wisconsin, which:

A. Specifically subjects such additional lands to the provisions of this Declaration by reference hereto (in which event all references herein to "This Subdivision" shall be applicable to such additional lands and the subdivision created therefrom), or subjects such additional lands to the provisions of a declaration substantially identical hereto, including the provisions of Article 6 and Article 7 hereof.

B. Identifies the additional lands by plat, legal description or otherwise.

**ARTICLE 2
GENERAL PURPOSES OF THIS DECLARATION**

2.1 **PURPOSES.** This Subdivision is subjected to the Covenants to insure proper use and appropriate development and improvement of This Subdivision; to protect each and every owner of any part of This Subdivision and of any part of Northern Cross Farms

against any use of Lots in This Subdivision which may depreciate the value of their property; to guard against the erection thereon of structures built of improper or unsuitable materials; to insure adequate and reasonable development of This Subdivision and the use and enjoyment of property ownership therein; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious development; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to provide an adequate water supply for normal residential purposes to each Lot in This Subdivision; and in general to provide adequately for a type and quality of development in This Subdivision consonant with the Covenants; and to insure desired standards of maintenance and operation of community facilities and services for the benefit of all owners of This Subdivision. It is the intention and purpose of these Covenants to assure that all Dwellings in This Subdivision shall be of the quality of design, workmanship, and materials approved by the Architectural Control Committee. It is understood and agreed that the purpose of architectural control is to secure an attractive, harmonious residential development having continuing appeal, and, in an effort to assure the same, the quality of architectural design and color scheme will be considered.

ARTICLE 3 DEFINITIONS

3.1 ASSOCIATION. The Carriage Ridge Community Association, Inc., described in Article 7 hereof.

3.2 ARCHITECTURAL CONTROL COMMITTEE. The committee so designated and described in Article 6 hereof.

3.3 BASEMENT. That portion of the interior area of a Building having its floor area below grade and having less than half its clear floor-to-ceiling height below grade. For the purpose of defining "Basement," "grade" shall be the average level of the ground contiguous to the Building front.

3.4 BRIDLE TRAILS. Those areas identified on the plat map of This Subdivision as "Limited Equestrian, Pedestrian and Drawn Vehicle Easement" ("L.E.P. and D.V.E").

3.5 BUILDING. Any Structure having a roof, supported by columns or by walls or other means, or other Structure intended or used for the shelter, housing, or enclosure of any person, animal, or chattel.

3.6 BUILDING, ACCESSORY. A subordinate Building or portion of a principal Building, the use of which is incidental to that of the principal Building on a Lot.

3.7 BUILDING HEIGHT. The vertical distance measured from the established ground level to the highest point of the roof (the ridge of a gable, hip, or gambrel roof), or the highest point of any other Structure (as such word is hereinafter defined in Section 3.31). Chimneys and ordinary and customary ornamental architectural projections shall not be included in calculating Building Height.

3.8 CELLAR. That portion of the interior area of a Building having its floor area below grade and having half or more than half of its clear floor-to-ceiling height below grade. For the purpose of defining "Cellar," "grade" shall be the average level of the ground contiguous to the Building front.

3.9 COMMUNITY GROUNDS. Outlot 1 and Outlot 2 shown on the recorded plat of This Subdivision, as well as the fixtures, improvements and appurtenances constructed thereon for the common use and benefit of all residents and owners of This Subdivision.

3.10 CORNER LOT. A Lot abutting intersecting streets at their intersection.

3.11 COVENANTS. Collectively, the conditions, covenants, options, restrictions, reservations, undertakings, agreements and easements which are imposed on This Subdivision by the Declaration.

3.12 DECLARANT. Carriage Ridge LLC, a Wisconsin limited liability company, its successors or assigns.

3.13 DECLARATION. This document.

3.14 DRAINAGE EASEMENTS. Those areas delineated as such on the plat map of This Subdivision.

3.15 DWELLING. A detached residential Building which is integrated and designed for use exclusively as living quarters for one (1) Family.

3.16 FAMILY. One (1) or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his, her or their domestic servants, maintaining a common household in a Dwelling.

3.17 FRONT YARD. That area of a Lot lying between the Front Lot Line and a line parallel to the Front Lot Line extending from Side Lot Line to Side Lot Line and passing through the front wall of the Dwelling at no less than two (2) points.

3.18 LIMITED PEDESTRIAN EASEMENT. Area so designated on the plat map of This Subdivision to allow certain persons access on foot to Outlot 2; also referred to as "L.P.E."

3.19 LOT. One (1) Lot of record in This Subdivision, or a combination of such Lots or parts of such Lots.

3.20 LOT AREA. The area of a horizontal plane, bounded by the vertical planes through Front, Side, and Rear Lot Lines.

3.21 LOT LINE, FRONT. That boundary line of a Lot which is along a dedicated street line.

3.22 LOT LINE, REAR. That linear boundary of a Lot which is most distant from the Front Lot Line. If the Rear Lot Line is less than ten (10) feet in length, or if the Lot forms a point at the rear, the Rear Lot Line shall be deemed to be a line ten (10) feet in length within the Lot, parallel to and at the maximum distance from the Front Lot Line.

3.23 LOT LINE, SIDE. Any boundary of a Lot which is not a Front or Rear Lot Line.

3.24 LOT DEPTH. The length of a line joining the mid-points of a Front Lot Line and a Rear Lot Line.

3.25 OUTDOOR RECREATION FACILITIES. Any structure or equipment, including lighting standards and lights intended to be used by participants in outdoor recreation activities. Examples of Outdoor Recreation Facilities include, but are not limited to, swimming pools, basketball backboards, tennis courts and volleyball courts.

3.26 OUTLOT. Areas owned by the Association and delineated as Outlot on the plat map of This Subdivision.

3.27 PLAT. The recorded plat of subdivision for This Subdivision, more fully described in Section 1.1 above.

3.28 STORY. That portion of the interior of a Building included between the surface of the ground or any floor and the surface of an existing or extended plane of the floor next above; or if there is no floor above, the space between the floor and the surface of an existing or

extended plane of the ceiling next above. A Basement shall be counted as a Story and a Cellar shall not be counted as a Story.

3.29 STORY, HALF. A space under a sloping roof which has the line of intersection of roof decking and exterior wall not more than three (3) feet above the top floor level, and in which space not more than sixty (60%) percent of the floor area is improved for principal or accessory use.

3.30 STORMWATER DETENTION FACILITIES AND IMPROVEMENTS. All facilities and areas necessary for the management of stormwater as appear more fully on the Plat and all swales and culverts in This Subdivision. The detention pond to be constructed immediately South of Lots 36, 37 and 39 of This Subdivision and which shall initially be owned by Declarant, but which may be deeded (by Quit Claim) to the Association at some time in the future, shall also be deemed part of the Stormwater Detention Facilities and Improvements. The detention pond will be constructed on land more fully described in Exhibit "C" attached hereto.

3.31 STRUCTURE. Any stationary object erected, constructed or placed on the ground or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate Structure. Structures shall include but shall not be limited to barns, sheds, stables, swing sets, signs, exterior antennae, swimming pools, tennis courts, play structures, satellite dishes, solar panels, walls, fences, mailboxes, etc.

3.32 THIS SUBDIVISION. The real property referred to in Section 1.1 of this Declaration and more particularly described in Exhibit "A" attached hereto.

3.33 WELL AND WATER SYSTEM. The community well, to be owned by the Association and located on Outlot 1 of This Subdivision, which will serve Lots 1 through 50 of This Subdivision, as well as all equipment and watermains necessary for the pumping and distribution of water to the Lots.

3.34 WISCONSIN NONSTOCK CORPORATION LAW. Chapter 181, Wisconsin Statutes (1991-92), amended from time to time.

ARTICLE 4 EASEMENTS

4.1 GRANT AND RESERVATION OF EASEMENTS BY DECLARANT. Declarant hereby declares, grants and reserves the following easements in This Subdivision for the benefit of each and all

of the Lots, parcels and lands located in This Subdivision and in Northern Cross Farms:

A. A perpetual easement to all public utility companies serving This Subdivision, including, but not limited to, Madison Gas and Electric, General Telephone Company and TCI Cable Company, granting the right to install, place and maintain underground gas mains, conduits, cables, transformers, and other appliances in and under the strips of land designated on the Plat and marked "Public Utility Easement." No permanent Buildings shall be placed on said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of said easements for such public utility purposes.

B. For a period of ten (10) years from date of recording this Declaration, to all owners of Lots in This Subdivision, to all occupants of Dwellings thereon, including their guests and invitees, and to all owners of any portion of those lands described above as Northern Cross Farms, as well as the guests and invitees of such owners, an easement for thoroughfare on foot, on saddle horse, or on horse-drawn carriage or sleigh, but on no other means of transportation, over, upon and across the Bridle Trails.

C. A perpetual easement to all owners of Lots in This Subdivision, to all occupants of Dwellings thereon, including their guests and invitees, and to all owners of any portion of those lands described above as Northern Cross Farms, as well as the guests and invitees of such owners, for thoroughfare on foot over that area along the common boundary between Lots 47 and 48 and identified on the Plat of This Subdivision as "Limited Pedestrian Easement," or "L.P.E."

D. A temporary construction easement is hereby reserved in Declarant until December 31, 1996, and a perpetual easement is granted in favor of the Association to construct, maintain and replace fencing within all Bridle Trails and the L.P.E., together with reasonable access thereto and in and to an area ten (10) feet on either side of any such fence for the purpose of maintaining the same.

E. A temporary construction easement is hereby reserved in Declarant until December 31, 1996, and a perpetual easement is granted in favor of the Association, to construct, install, maintain and replace a sign and/or other decorative entrance fences/features/plantings identifying This Subdivision within the triangular areas of the Southeast corner of Lot 1 and

the Northeast corner of Lot 50, lying Southeasterly and Northeasterly, respectively, of a line connecting points on the Front Lot Line and Side Lot Line one hundred five (105) feet from the intersection of such Front and Side Lot Lines, or in the case of a rounded property corner, from the intersection of the Front Lot Line and Side Lot Line extended.

F. A temporary construction easement is hereby reserved in Declarant until December 31, 1996, and a perpetual easement is granted in favor of the Association, to construct, install, maintain and replace a landscape berm and/or decorative fence/features/plantings in the Easterly thirty (30) feet of Lots 1 and 50 of This Subdivision along Woodland Drive.

G. Until such time as Declarant has turned over control of the Stormwater Detention Facilities and Improvements to the Association, a temporary easement is hereby granted to the Association to maintain and repair the Stormwater Detention Facilities and Improvements in the event that Declarant has failed, after fifteen (15) days' written notice to Declarant, to perform necessary maintenance and repairs.

H. A perpetual easement is hereby granted to the Town to maintain and repair the Stormwater Detention Facilities and Improvements (both within This Subdivision and on the land described on Exhibit C attached hereto). In the event that Declarant and the Association have failed, after fifteen (15) days' written notice to the Association, to perform necessary maintenance and repairs; provided, however, that until such time as the Town affirmatively acts to maintain or repair the Stormwater Detention Facilities and Improvements, the party in control of the said Stormwater Detention Facilities and Improvements (the Declarant or the Association, as the case may be) shall hold the Town harmless from any claims for personal injury or physical damage to property, except those caused by the willful conduct or gross negligence of the Town, its agents, employees or independent contractors. The grant of this easement includes the Town's right of access over the Bridle Trail along the southerly twenty-five (25) feet of Lot 39 from Surrey Lane to the platted drainage easement immediately west of Lot 39.

4.2 GRANT OF EASEMENTS BY TOWN. The Town hereby declares and grants the following easements in This Subdivision for the benefit of each and all of the Lots, parcels and lands located in This Subdivision and in Northern Cross Farms:

A temporary construction easement is hereby granted to Declarant until December 31, 1996 and a perpetual easement is granted in favor of the Association to maintain, repair and/or replace, as necessary, those portions of the Well and Water System located within public rights-of-way, provided, however, that whoever disturbs such rights-of-way in the exercise of its rights pursuant to this easement shall restore the disturbed portion of the rights-of-way to its condition prior to such disturbance, to the extent reasonably practicable. Such restoration shall include, but not be limited to, resurfacing any roadway that is disturbed.

4.3 RESERVATION OF RIGHTS. Declarant reserves the right: (a) to execute and record documentation confirming and defining the rights of any third person maintaining facilities in easement areas, and (b) to assign its rights hereunder, all of which acts shall be binding upon each Lot in This Subdivision.

Notwithstanding anything to the contrary provided herein, Declarant and the Association's agent shall at all times have the right: (a) to close the Bridle Trails for safety and/or maintenance reasons; (b) to use motorized vehicles on the Bridle Trails and the L.P.E.; and (c) to allow motorized emergency vehicles on the Bridle Trails and the L.P.E. to attend to injured persons or animals.

ARTICLE 5 RESTRICTIONS AND CONDITIONS

5.1 DEVELOPMENT ACTIVITIES EXEMPTED. The provisions of this Article 5 shall apply to all Lots in This Subdivision, except for (1) the development and sales activities of Declarant, and its contractors, employees and agents, and (2) construction-related activities of a temporary nature authorized by the Architectural Control Committee.

5.2 ARCHITECTURAL CONTROLS. Prior to their construction, erection, alteration or exterior repainting, restaining or siding, all Buildings, Dwellings, fences, walls, Outdoor Recreation Facilities, and other Structures in This Subdivision shall be approved, in writing, by the Architectural Control Committee, as to placement, landscaping, type, design, size and color. In all cases, all architectural design and construction methods must be approved by the Architectural Control Committee prior to commencement of construction in an effort to assure relatively high standards in This Subdivision. Whether or not provision therefor is specifically stated in any conveyance of any Lot, the owner or occupant of each and every Lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no Dwelling, Building, wall, fence, Outdoor Recreation Facilities or other

Structure shall be placed upon such Lot unless and until the plans and specifications therefor and site plan have been approved, in writing, by the Architectural Control Committee. Each such Dwelling, Building, wall, fence, Outdoor Recreation Facilities or other Structure shall be placed on the Lot only in accordance with the plans and specifications and site plans so approved. All plans shall show a culvert to be placed in the front or side drainage swale at the point any drive crosses said swale, and said culvert shall be of a size approved by the Architectural Control Committee and shall, at a minimum, conform with the applicable governmental regulations and standards. No exposed cement block construction shall be allowed and any such cement construction shall be completely covered on the exterior surface with stucco, brick veneer or siding material acceptable to the Architectural Control Committee. No alteration in the exterior or appearance of the Dwellings, Buildings, Outdoor Recreation Facilities or Structures, including landscaping and color scheme, shall be made without like approval.

An owner of a Lot shall submit the following documents to the Chairman of the Architectural Control Committee, or his or her designee, requesting approval thereof.

A. Three (3) sets of drawings of the proposed Structure showing, at a minimum, floor plans, elevations of all views of the Structure, exterior finishes and color schemes, roof pitch, roofing type, landscaping, driveway location, culvert type and size, exact location of the Structure on the Lot and fence or wall details; and

B. Three (3) sets of the proposed grading and landscape plan for the Lot; and

C. Three (3) sets of architectural specifications for the above; and

D. The address to which the determination of the Architectural Control Committee shall be mailed.

All submittals shall contain all elements and detail needed to procure a building permit, and such additional detail as may be required by the Architectural Control Committee. Within ten (10) business days of the date all required documents shall have been submitted for approval, the Architectural Control Committee shall meet to review plans and specifications and other materials submitted by applicant, and render its written approval or rejection thereof. The deposit of such approval or rejection in the U.S. Postal Service mail to the designated address, postage prepaid, shall be sufficient notice of such determination.

5.3 LAND USE AND BUILDING TYPE. Each residential Lot (Lots 1 through 50, inclusive) shall be used only as a site for one (1) Dwelling; and that Dwelling shall have an attached garage containing no fewer than two (2), nor more than four (4), automobile parking stalls for the sole use of the owners or occupants of the Dwelling. Said garages shall not be used for rental purposes. The limitation on the maximum number of parking spaces in the garage may be waived by the Architectural Control Committee. All detached Accessory Buildings or Structures may be erected only in such manner and location as approved in writing in the sole discretion of the Architectural Control Committee, and subject to the restrictions for said Structures which are imposed by the Covenants or the Architectural Control Committee. It is the present intention of the Declarant to permit only the following Accessory Buildings or Structures: play structures and swing sets without roofs, central air conditioner units, standardized mailboxes and supports, tennis, volleyball and basketball courts and in-ground swimming pools, together with small structures to house pool pumps and equipment.

5.4 MAXIMUM BUILDING HEIGHT. No Dwelling of more than three (3) stories shall be erected, altered, or placed on a Lot, nor shall any such Dwelling have a Building Height in excess of thirty-five (35) feet, unless a greater height is approved in writing by the Architectural Control Committee. No Accessory Building or Structure shall have a Building Height in excess of ten (10) feet, unless a greater height is approved in writing by the Architectural Control Committee.

5.5 DWELLING COST, QUALITY AND SIZE. Each Dwelling shall be constructed in accordance with the applicable governmental building and zoning codes and with such additional standards as may be required by the Covenants and the Architectural Control Committee; and the area inside the foundation walls or footings of any such Dwelling, exclusive of attached garages, carports, open terraces, porches, and breezeways, shall be:

A. For one-story Dwellings, not less than two thousand two hundred (2,200) square feet of finished living area.

B. For Dwellings of more than one (1) story, not less than one thousand five hundred (1,500) square feet of finished living area on the first floor; total finished living area in the Dwelling not to be less than two thousand four hundred (2,400) square feet.

5.6 LOCATION ON LOT. Except as set forth in this Section 5.6, no Building shall be located on a Lot nearer to the Front Lot Line, Side Lot Line or Rear Lot Line, than the minimum setback set forth herein. Outdoor Recreation Facilities may only be constructed or

placed on a Lot in the location approved by the Architectural Control Committee. The following setback lines shall be deemed applicable to This Subdivision:

Minimum Front Setback	35 feet from the Front Lot Line
Minimum Side Setback	15 feet from Side Lot Line
Minimum Side Setback for Corner Lot	35 feet from each Side Lot Line adjacent to a street
Minimum Rear Setback	40 feet from Rear Lot Line

provided that the Architectural Control Committee may authorize variances in its discretion. Where two (2) or more Lots are to be used as a single building site, the side setback lines shall refer only to those Side Lot Lines bordering the adjacent property owner.

5.7 LOT AREA AND WIDTH. None of the residential Lots shall at any time be further subdivided; and without the prior written approval of the Architectural Control Committee, no building site shall be less in area than shown on the pertinent parcel on the Plat of This Subdivision recorded in the Office of the Register of Deeds of Dane County, Wisconsin; provided however, that nothing herein contained shall prohibit one (1) or more adjoining owners from acquiring part or all of a Lot for the purpose of enlarging their Lot(s), without creating an additional building site.

5.8 RESTRICTED DWELLING TYPES. No "earth shelter" Dwelling or "berm" Dwelling shall be constructed, erected or placed on any Lot within This Subdivision. Any person who intends to construct, erect or place any Dwelling on any Lot within This Subdivision, which Dwelling uses any active solar process for heating or cooling purposes, shall first submit to the Architectural Control Committee for approval all information required under this Declaration, as well as information relating to the location of solar panels. The Architectural Control Committee reserves the right to approve, reject or require the relocation of all solar panels. This restriction shall also apply to any Dwelling which may subsequently incorporate or use an active solar process.

5.9 CHIMNEYS. There shall be no exposed metal chimney erected as part of, or added to, any Building on any Lot. All exposed chimneys shall be of masonry construction or enclosed by materials which are similar to and compatible with the exterior surface of any such Building.

5.10 NO TEMPORARY STRUCTURES. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any Dwelling be of a temporary character.

5.11 NO USED BUILDINGS. No Building previously erected elsewhere may be moved on to any Lot subject to this Declaration, except new prefabricated or manufactured construction which has been approved by the Architectural Control Committee.

5.12 DRIVEWAYS. Access driveways and other paved areas for vehicular use on a Lot shall be surfaced with asphalt, concrete, paving bricks, or other material approved by the Architectural Control Committee. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by the Architectural Control Committee. Driveways may access the adjacent street at one (1) location only, unless otherwise approved by the Architectural Control Committee. Driveway culverts shall be installed by, and at the expense of, the owner of the Lot prior to commencement of Dwelling construction and shall be in accordance with all applicable governmental regulations and standards.

5.13 PARKING. Parking of commercial or service vehicles owned or operated by residents within This Subdivision is prohibited, unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles is prohibited, unless kept inside garages. This section shall not prohibit the temporary parking or storage of such vehicles for the purpose of loading or unloading at the Lot at which parked, for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

5.14 NATURAL DRAINAGEWAYS. Where there exists on any Lot or Lots a condition or accumulation of stormwater remaining over an extended period of time, the Lot owner may, with the written approval of the Architectural Control Committee, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing stormwater drainage swales and channels, over and through which surface stormwater naturally flows upon or across any Lot, shall be made by the Lot owner in any manner which may cause damage to, or otherwise adversely affect, the use of other property, except in areas designated as drainage easements. The Architectural Control Committee may authorize the installation of drain tile and other conduits at any location within a drainage easement to permit the proper drainage of any other Lot or other property in This Subdivision, but only if the proposed action is first approved in writing and a permit issued by the applicable governmental agency, if required.

5.15 NO CHANGE IN GRADE. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. A copy of all site plans shall be kept by the Architectural Control Committee, for the benefit of other purchasers in planning their individual elevations. Violations of the grading plan, as submitted, shall give either the Architectural Control Committee, or any adjacent Lot owner within This Subdivision, a cause of 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 Architectural Control Committee. No excavation or grading debris or vegetation shall be deposited anywhere in This Subdivision other than temporarily on the Lot from which taken.

5.16 NO CHANGE IN EASEMENT ELEVATION. The owner of any Lot subject to this Declaration shall not change the elevation of the utility easement in excess of six (6) inches without the permission of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. All utility service in This Subdivision shall be underground.

5.17 RESTRICTED STRUCTURES. Unless approved in writing in advance by the Architectural Control Committee, no fence, decorative or otherwise, shall be built in any Front Yard; nor shall any Structure be built anywhere on a Lot unless so approved. In addition to granting or denying permission to construct a Structure, such approval shall include approval of the location, material, height and color thereof.

5.18 OUTDOOR RECREATION FACILITIES. No Outdoor Recreation Facility shall be constructed or installed on a Lot without the prior written approval of the Architectural Control Committee and the execution of an agreement (by the Lot owner and the Architectural Control Committee) concerning the construction, installation and reasonable use of the Outdoor Recreation Facility. Such approval and agreement shall include approval of the location, design, material, height, color, screening, landscaping, and lighting, as well as rules regarding the hours of use and lighting and the Lot owner's agreement to avoid excessive noise that would disturb neighbors. All pools shall be in-ground and comply with applicable rules and regulations of all public or governmental agencies having jurisdiction thereof.

5.19 NEAT APPEARANCE. Except for wooded areas and Bridle Trails, all unbuilt-on areas of Lots not cultivated as a lawn or garden shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. The owner shall keep each Lot, and all improvements, in good order and repair and free of debris including,

but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all Buildings and other improvements, all in a manner and with such frequency as is consistent with good property management and subject to, and in accordance with, Architectural Control Committee approval. This paragraph shall not be construed to prevent a family garden or orchard. No clotheslines or other clothes-drying apparatus shall be permitted in any yard on a permanent basis.

5.20 PROMPT COMPLETION. Construction of all Buildings and driveways shall be completed within six (6) months after issuance of a building permit for the respective Building. If such construction is delayed due to matters beyond the control of the Lot owner, the time for completion shall be extended by the Architectural Control Committee for the period of such delay, upon request duly made. Notwithstanding anything to the contrary contained herein, only the Declarant, the Architectural Control Committee, and the Association shall have standing and authority to enforce the provisions of this Section 5.20.

5.21 LANDSCAPING. The following are minimum landscaping requirements for all Lots within This Subdivision which shall be completed within eighteen (18) months after issuance of a building permit:

A. The site plan for each Lot which is submitted to the Architectural Control Committee shall include a landscape plan. The owner of the Lot shall obtain site plan and landscape plan approval from the Architectural Control Committee prior to commencing construction of the Structure and shall complete construction and landscaping in accordance with such approved plans.

B. All Lots must be seeded or sodded, except that the Architectural Control Committee may, in its discretion, waive this requirement.

C. Landscape plantings and maintenance of the premises shall be the responsibility of the Lot owner.

5.22 LIGHTING. Exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity that such lighting will not disturb the residents of adjacent Lots.

5.23 MAILBOXES. Declarant shall install mailboxes and posts of the same design for each Lot. After initial installation, any repair, maintenance or replacement shall be at the respective Lot owner's

expense and shall be done in the standard design and construction for This Subdivision.

5.24 NO OFFENSIVE TRADE. 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. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All waste shall be kept in sanitary containers. Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall not be visible from the street in front of the Dwelling. No trash, leaves, lawn clippings, rocks, earth or other material from a Lot shall be placed in any Outlot, easement or public roadway.

5.25 SIGNS. No signs of any type shall be displayed to public view on any Lot without the prior written consent of the Architectural Control Committee, except one (1) sign of not more than three (3) square feet, advertising the property for sale or rent, or signs, without regard to size, used by a builder, construction lender or licensed real estate broker to advertise the property.

5.26 WOODPILES. No firewood or woodpile shall be kept in a Front Yard; nor shall it be kept outside an approved Structure, unless it is neatly stacked and is visually screened from all streets adjacent to the Lot.

5.27 DOMESTIC ANIMALS. No more than three (3) domestic animals may be kept on any Lot subject to this Declaration. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for a fee or not. No animal enclosure or run shall be placed on any Lot without approval of the Architectural Control Committee, which may require additional landscaping or screening as a condition of granting such approval.

5.28 FIREARMS. No firearm shall be discharged within This Subdivision.

5.29 HAZARDOUS SUBSTANCES PROHIBITED. No substance shall be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about This Subdivision in a form, quantity or manner which, if known to be present on, under, in or about This Subdivision, would require clean-up, removal or other remedial action under any federal, state or local laws, regulations, ordinances, codes or rules.

5.30 TRAIL FENCING. Declarant shall construct, and the Association shall thereafter maintain, a trail fence along the Bridle Trails. Owners of Lots on which a Bridle Trail exists shall be allowed one (1) access gate to the easement on their Lot. Maintenance of said gate shall be the responsibility of the Lot owner. The Architectural Control Committee may, from time to time, modify the specifications for fencing in the easements. Declarant may also construct (and the Association shall thereafter maintain) a decorative fence or fences in the L.P.E. The Association shall also maintain all Bridle Trails and the L.P.E.

5.31 STORMWATER DETENTION FACILITIES AND IMPROVEMENTS. The Declarant shall be responsible for the maintenance of all Stormwater Detention Facilities and Improvements, until such time as Declarant no longer has an interest in Northern Cross Farms, or until Declarant elects to turn over the management and control of the Stormwater Detention Facilities and Improvements to the Association, whichever first occurs.

5.32 VARIANCE. The Architectural Control Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Article 5 if it finds that the strict application thereof would, in its opinion, result in peculiar or exceptional practical difficulties or undue hardship to the Lot owner, without commensurate benefit to the owners of neighboring Lots.

ARTICLE 6 ARCHITECTURAL CONTROL COMMITTEE

6.1 CREATION. The Architectural Control Committee shall initially be comprised of five (5) natural persons designated by Declarant.

In the event of death or resignation of any member of the Committee, prior to Declarant's turning over the duties of the Architectural Control Committee as set forth in Section 6.2 below, Declarant shall have the right to designate a successor so long as Declarant or Carriage Ridge LLC, a Wisconsin limited liability company, shall own any interest in the real estate of This Subdivision or Northern Cross Farms. Declarant shall have the further right to increase the membership of, and to fix rules of procedure for, the Architectural Control Committee. If at any time there shall be a vacancy on the Architectural Control Committee and Declarant shall fail or be unable, after thirty (30) days' written notice from the Association, to appoint a successor to fill such vacancy, such successor may be appointed by the Association, as hereinafter set forth.

6.2 ELECTION OF COMMITTEE MEMBERS. Within thirty (30) days after such time as Declarant and Carriage Ridge LLC no longer have any interest in the real estate of This Subdivision or Northern Cross Farms (or within thirty (30) days after Declarant elects, in writing, to turn over the duties of the Architectural Control Committee to an elected committee of Lot owners), the Association shall elect five (5) owners of Lots as members of the Architectural Control Committee to serve until their successors are chosen at the second annual meeting of the Association following their election.

6.3 PROCEDURE. Until Declarant turns over the duties of the Architectural Control Committee to an elected Architectural Control Committee, all plans, specifications, and other material for the improvement of any Lot shall be filed in the office of the Declarant, for referral to the Architectural Control Committee, as provided in Section 5.2 hereof. After the election of an Architectural Control Committee, filing shall be made at the office of the Association. The Architectural Control Committee's approval or disapproval on matters required by this Declaration shall be by majority vote of the Committee, with at least three (3) members voting for approval. A report in writing, setting forth the decisions of the Committee and the reasons thereof, shall thereafter be transmitted to the applicant by the Architectural Control Committee within ten (10) days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Control Committee will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval.

If the Architectural Control Committee fails to approve or disapprove in writing within twenty (20) days after submission of all documents, as required in this Declaration, the Architectural Control Committee shall be deemed to have given its consent and approval to the plans as submitted. Neither the Declarant, nor the Architectural Control Committee (including individual members) shall be liable for any loss suffered by any person on the basis of the approval or disapproval of (or the failure to approve or disapprove) any proposed use, plans, specifications, site plan, landscaping plan, or other matter, including any loss arising out of the negligence of such persons.

ARTICLE 7 CARRIAGE RIDGE COMMUNITY ASSOCIATION, INC.

7.1 CREATION AND PURPOSES. Pursuant to the Wisconsin Nonstock Corporation Law, there shall be formed a Wisconsin not-for-profit corporation to be known as the Carriage Ridge Community

Association, Inc. (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in This Subdivision now or hereafter reserved by Declarant for the common use of all residents and owners of Lots therein, including the Well and Water System and the Stormwater Detention Facilities and Improvements (at such time as Declarant, in its sole discretion, turns over the maintenance of the Stormwater Detention Facilities and Improvements to the Association) and to insure the provision of services and facilities of common benefit, and in general, to maintain and promote the desired quality and character of This Subdivision and other property. The Association shall own the Well and Water System servicing This Subdivision, and shall be responsible for metering water usage, billing Lot owners therefor, and controlling and maintaining the restrictions, rules, responsibilities and requirements with regard to the Well and Water System.

7.2 MEMBERSHIP AND VOTING. Declarant and every record owner of a Lot in This Subdivision shall be a member of the Association, and each such member shall be entitled to one (1) vote for each Lot owned by him, her or it on each matter submitted to a vote of members; provided, that where title to a Lot is in more than one (1) person, such co-owners shall be entitled to but one (1) vote for that Lot. For purposes of membership and voting, if any Lot shall be sold on land contract, the land contract vendee shall be deemed the owner of the Lot.

7.3 POWERS AND DUTIES OF THE ASSOCIATION. The Association shall have the powers and duties set forth in its Articles of Incorporation, By-Laws, this Declaration and the Wisconsin Nonstock Corporation Law, and shall include, but not be limited to, the following:

A. To manage, control, groom and maintain the Bridle Trails, the Limited Pedestrian Easements (L.P.E.'s), fencing, entry treatments and Community Grounds and facilities, if any.

B. To care for, protect and plant or replant (in its discretion) shrubbery and grass in the easements, and in Outlots 1 and 2 of This Subdivision.

C. To provide for the cleaning and for the repair, maintenance and replacement of Stormwater Detention Facilities and Improvements.

D. To employ security personnel for the purpose of providing such security as the Association may deem necessary or desirable in addition to that provided by any governmental body.

E. To own, maintain, repair and replace the Well and Water System and real estate (initially, Outlots 1 and 2) as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate; and to bill owners for water and/or electric use and collect for such usage.

F. To make such improvements to the Community Grounds and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the members of the Association acting in accordance with its constitution and By-Laws; provided, however, that any such action so authorized shall always be for the express purpose of keeping the area over which it has jurisdiction a highly desirable and exclusive residential community.

G. To create and manage financial reserves to provide for the foregoing duties.

H. To appoint members of the Architectural Control Committee when and as permitted in Article 6 hereof.

I. To do any other things necessary or desirable in the judgment of the officers of the Association to keep This Subdivision and any other lands subjected to the Covenants neat in appearance and in good order.

7.4 METHOD OF PROVIDING GENERAL FUNDS.

A. For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of Directors of the Association shall annually propose a budget of expected revenues and expenses. Upon approval by a majority of the total number of votes present in person or by proxy at an annual or special meeting of the members of the Association, the Association may levy an annual assessment for each Lot in This Subdivision. Except as provided below, all Lots shall be uniformly assessed. The calculation of the assessment shall be made in two (2) parts. All net expenses budgeted for the operation, maintenance and replacement of the Well and Water System (including budgeted reserves) shall be divided by the number of platted Lots of record for which Dwelling building permits have been issued, and the resultant figure shall constitute Part A of the annual assessment, payable in equal monthly installments by all Lots so improved. (Any owner of a Lot who initially hooks on to the Water System after the first day of the year shall make such monthly payments commencing with the

month the owner hooks on to the System.) All remaining net expenses budgeted for the year shall be divided by the number of platted Lots of record, and the resultant figure shall constitute Part B of the annual assessment, payable in equal monthly installments, by the owner of each Lot.

B. At a duly noticed special meeting of the members of the Association, a special assessment may be adopted by a majority of the votes present in person or by proxy.

C. In the event of failure of any owner to pay any assessment on or before thirty (30) days following the scheduled due date thereof, then such assessment shall become delinquent and shall bear interest at the rate of twelve (12%) percent per annum from the due date thereof to the date of payment; and the Association shall have a lien on each Lot against which such assessment is levied to secure payment thereof, in the principal amount owing plus interest and collection costs. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, and/or as a lien on said real estate. The Association may, at its discretion, file lien claims for non-payment of assessments in the Office of the Clerk of Courts whenever any such assessments are delinquent. For each lien claim so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a processing fee of Fifty Dollars (\$50.00), which fee is hereby declared to be part of the collection costs.

D. The lien herein provided shall be subject and subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on said real property prior to the filing of such lien claim.

7.5 EXPENDITURES LIMITED TO ASSESSMENT FOR CURRENT YEAR. Except in cases of emergencies as determined by the Board of Directors, the Association shall not expend more money within any one (1) year than the total amount of the annual and special assessments for that particular year, plus any reserves which it may have on hand.

7.6 PROCEDURE FOR AMENDMENTS. This Article 7 or any provision thereof may be amended at any time by written consent of the owners of eighty (80%) percent of the Lots. Such consent shall be evidenced by an agreement or agreements for that purpose, duly executed and acknowledged by such owners and recorded in the Office of the Register of Deeds of Dane County, Wisconsin. However, no such amendment which affects the Community Grounds, the Stormwater

Detention Facilities and Improvements, the Bridle Trails and associated easements and improvements may be so made.

ARTICLE 8 WELL AND WATER SYSTEM

8.1 INSTALLATION. Prior to occupancy of the first Dwelling in This Subdivision, Declarant shall install the Well and Water System.

8.2 SINGLE FAMILY PURPOSES ONLY. Water from this Well and Water System shall be used for single family residential purposes only, including the watering of landscaping and grounds, a reasonable amount of water for swimming pool purposes, and for emergency and municipal services, including, but not limited to, fire-fighting and the maintenance of the sanitary sewer system serving This Subdivision. Water used for such emergency and municipal services shall be provided free of charge to the Town of Westport, or other municipal or emergency service bodies, provided that such water is used in This Subdivision.

8.3 SYSTEM MAINTENANCE AND REPLACEMENT COSTS. The costs of maintenance and repair or replacement of the water well, water pump and its electrical hour meter, pressure tank and main water lines shall be assessed and paid as set forth in Section 7.4 hereof. The electrical costs for operation of the Well and Water System shall be paid as provided in Section 8.5, below.

8.4 MAINTENANCE AND REPLACEMENT OF LATERALS. The costs of the installation, maintenance and repair or replacement of the lateral water line from the Front Lot Line of each Lot to the Dwelling on such Lot shall be paid by the owner(s) of the respective Lot serviced by the lateral water line. Each Lot owner shall also be responsible for the costs of installation, maintenance, and repair or replacement of a water usage meter measuring the flow of water to that particular Lot.

8.5 ELECTRICAL COSTS. For the purpose of determining the electrical costs to be paid by the owner of each Lot for the operation of the water pump, Declarant shall install an electrical hour meter on the water pump. Prior to hooking on to the Well and Water System, the owner of a Lot shall install a water usage meter on the lateral water line. When an owner initially hooks on to the Well and Water System, he or she shall pay to the Association an amount estimated by the Association to be sufficient to cover his or her portion of the electrical bill for the operation of the water pump for a certain number of months determined by the Association, but not to exceed twelve (12) months. Thereafter, at regular intervals convenient for the Association, but not less

frequently than annually, the electrical costs of the water pump's operation shall be determined by the Association. This total cost shall be allocated among the owners of the Lots then hooked on to the Well and Water System according to the amount of water actually used, as shown by the individual water usage meters. For this purpose, and to the extent reasonably practicable, the individual water usage meters shall be read simultaneously with the electrical hour meter. Any estimated previous payments made by an owner in excess of his or her actual cost shall be credited against his or her account. All amounts due the Association for electrical costs shall be paid in full within fifteen (15) days after issuance of the written billing. Any amounts remaining unpaid thirty (30) days after billing shall accrue interest and become liens upon the respective Lot, pursuant to the provisions of Section 7.4C of these Covenants.

8.6 NO PRIVATE WELLS. All Dwellings constructed on a Lot in This Subdivision shall be hooked up to, and shall only use water from, the Well and Water System. No more than fifty (50) residences shall be hooked up to the Well and Water System and no owner or group of owners of one (1) or more Lots in This Subdivision shall construct or install a private water well without the prior written approval of the Association and the Town.

8.7 DEEMED AGREEMENTS RELATED TO WELL AND WATER SYSTEM. The Association and every Owner of a Lot in This Subdivision shall be deemed to have agreed:

A. To voluntarily stop using water from this Well and Water System in case of default in any payments related to this Well and Water System or in case of his or her breach of any of the Covenants contained in this Article 8.

B. To have granted the Association the authority, without further notice or proceeding, to cut off the water supply of any Lot owner who remains in default in any payments or covenants of this Article 8 for more than ten (10) days after written notice of default has been mailed to him or her by certified mail.

C. To terminate this Article 8 if all Lots in This Subdivision become eligible to be served by a municipal or sanitary district water system, and a majority of the Lot owners elect to participate in such municipal or sanitary district water system.

D. That, upon the written request of the municipal government in whose jurisdiction This Subdivision is located at

the time of such written notice, all owners of Lots in This Subdivision and the Association shall turn over ownership, control and operation of the Well and Water System to the appropriate municipal government or agency within sixty (60) days after final approval by all appropriate governmental agencies. Upon such transfer of ownership, control and operation, all provisions of this Article 8 shall terminate, except that the Association shall continue to have the right and authority to recover from the respective Lot owners any unpaid assessments imposed prior to such transfer.

E. That the Town will receive copies of operation and maintenance manuals for all equipment installed.

F. That the Association shall keep clear records of water usage, equipment maintenance, equipment replacement, operating expenses, labor hours, etc.; and annually provide the Town with copies of summaries of such records; and that all such records shall be turned over to the Town when, and if, the Town accepts the Well and Water System.

ARTICLE 9 GENERAL PROVISIONS

9.1 **TERM OF COVENANTS.** Except as otherwise provided in Article 7, the Covenants set forth in this Declaration shall continue and be binding, as set forth in Section 9.2, for an initial period of ten (10) years from the date of recording of this Declaration with the Register of Deeds of Dane County, Wisconsin; and, thereafter, shall be automatically renewed for successive periods of ten (10) years each, unless ninety (90%) percent of the Lot owners elect, in writing, to amend or not to renew the Covenants, and such election is recorded in the Office of the Register of Deeds at least one hundred eighty (180) days prior to the expiration of any such ten-year period.

9.2 **COVENANTS RUN WITH THE LAND.** The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Except as otherwise set forth in this Declaration, Declarant (so long as it has an interest in the real property of This Subdivision or of Northern Cross Farms), the Association, and any Lot owner, shall each have the right to sue for and obtain a prohibitive or mandatory injunction or any other equitable remedy to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring a legal action for damages. If the Declarant, the Association, or any Lot owner successfully brings such an action, they shall also be entitled to recover

all costs and expenses, including reasonable attorneys' fees, incurred in the enforcement of these Covenants.

In no event shall the failure of Declarant or the Architectural Control Committee to enforce any of the Covenants herein set forth be deemed to be a waiver of the right to do so; nor shall such failure entitle any owner to claim, sue for or receive any damages or other payment from Declarant, the Architectural Control Committee, or any individual member thereof (for his or her action or inaction as such member).

9.3 ENFORCEMENT BY TOWN. The Town has a separate and distinct right to enforce conformity to Sections 4.1G, 4.2, 8.6, 8.7D, 8.7E, 8.7F, and 9.3 of these Covenants. If the Town is required to seek judicial relief, the violating Lot owner(s), the Association, or the Declarant, as the case may be, shall be further responsible to the Town for costs and expenses incurred in the enforcement of said Sections, including, but not limited to, reasonable, actual attorneys' fees, filing costs, and witness fees.

In no event shall the failure of the Town to enforce any of said Sections be deemed to be a waiver of the right to do so; nor shall such failure entitle any owner to claim, sue for or receive any damages or other payment from the Town, the Town Board, or any individual member thereof (for his or her action or inaction as such member).

Any amendment to, or elimination of said Sections 4.1G, 4.2, 8.6, 8.7D, 8.7E, 8.7F, and 9.3 shall, in addition to any approvals required from other persons, require the written approval of the Town Board of the Town. The approval of the Town Board shall not be required for the amendment or elimination of any other Section or Sections of this Declaration. In the event any Town ordinance applicable to This Subdivision and in effect on the date of execution of this Declaration is more restrictive than these Covenants, the more restrictive terms of such ordinance shall control.

9.4 AMENDMENTS. Except as provided in Section 9.3 above with respect to the approval of the Town, and except with respect to Article 7, the record owners in fee simple of the Lots in This Subdivision may revoke, modify, amend or supplement, in whole or in part, any or all of the Covenants contained in this Declaration and may release, from any part or all of said Covenants, all or any part of the real property subject thereto, but only at the following times and in the following manner:

A. Any such change or changes may be made effective at any time within ten (10) years from the date of recording of this Declaration, if consent thereto is procured from the Declarant (or

its designee) and the owners of fifty-one (51%) percent of the Lots in This Subdivision and in any portions of Northern Cross Farms which may have been subjected to the Covenants.

B. Any such change or changes may be made effective after the end of said initial ten-year period if the owners of ninety (90%) percent of the Lots in This Subdivision and in any portions of Northern Cross Farms, which may have been subjected to the Covenants, consent thereto.

C. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners (and Declarant, if required) and recorded in the Office of the Register of Deeds of Dane County, Wisconsin.

A recordable certificate, by an accredited abstractor or title guaranty company doing business in Dane County, Wisconsin, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to the identity and number of owners needed for compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in This Subdivision and shall run with the land and bind all persons claiming by, through or under any one (1) or more of them.

9.5 SEVERABILITY. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenants or provisions contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

9.6 TRANSFER OF DECLARANT'S RIGHTS AND DUTIES. Declarant reserves the right to vest the Association, or any other not-for-profit corporation, with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant, by written instrument or instruments in the nature of an assignment, which shall be effective when recorded in the Office of the Register of Deeds of Dane County, Wisconsin, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation. This reservation of rights shall include the right to deed to the Association the detention pond which is to be constructed immediately South of Lots 36, 37 and 39 of This Subdivision.

9.7 ADDRESS LIST. Until Declarant turns over the duties of the Architectural Control Committee to an elected Architectural Control

Committee, each owner of a Lot in This Subdivision shall file, with Declarant, the current mailing address of such owner and the owner's mortgagee(s) and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the U.S. Postal Service mail, postage prepaid, and addressed to any owner at the last address filed by such owner with Declarant, shall be sufficient and proper notice to such owner wherever notices are required in this Declaration. After the election of an Architectural Control Committee, all references to "Declarant" in this Section 9.7 shall be interpreted as the "Association."

9.8 DECLARANT'S SUCCESSOR. All rights and remedies available to Declarant under the terms of the Covenants shall be exercisable by any one of the following, and all obligations of Declarant under the terms of the Covenants shall be the obligations of each of the following: (i) any transferee of all of the real estate in Northern Cross Farms from time to time owned by Declarant; (ii) any transferee of the entire beneficial interest of Declarant; or (iii) any transferee of all, or substantially all, of Declarant's then remaining assets in This Subdivision (excluding the person, persons or entity that acquires the last, and only the last, Lot in This Subdivision which Declarant owns), whether such transfer is a voluntary sale or exchange, a deed in lieu of foreclosure, a sheriff's deed, a judgment and/or order of foreclosure, an assignment for the benefit of creditors, or a sale by a bankruptcy court.

9.9 SUBORDINATION OF LIENS. Any monetary charges, liens, easements or other encumbrances resulting from this Declaration shall be subordinate to the rights of any mortgage holder of record on the day this Declaration is recorded. Any assessments imposed by the Association shall also be subordinate to all sums unpaid on a first mortgage recorded prior to the making of the assessment.

9.10 NOTICE. Except as otherwise specifically provided in this Declaration, any notice required or permitted by this Declaration shall be deemed effective when personally delivered in writing or deposited in the U.S. Postal Service mail, postage prepaid, certified, with return receipt requested, addressed as follows:

if to Declarant:

Carriage Ridge LLC
c/o Thomas F. Bunbury
3810 Milwaukee Street
Madison, WI 53704

if to the Association:

Carriage Ridge Community Association, Inc.
c/o Daniel R. Lynch, Registered Agent
206 Meadow Oak Trail
Waunakee, WI 53597

if to the Town:

Town Clerk
Town of Westport
5387 Mary Lake Road
Waunakee, WI 53597

The Declarant, the Association or the Town may change its address for notice purposes by giving written notice (as provided above) to the other two (2) parties. It shall not be necessary to amend this Declaration nor to record any other document in order to change such address.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed as of the day and year first above written.

DECLARANT
CARRIAGE RIDGE LLC, a Wisconsin Limited Liability Company

By: Daniel R. Lynch Daniel R. Lynch, Member
Judy O. Lynch Judy O. Lynch, Member

By: Thomas F. Bunbury Thomas F. Bunbury, Member
Ronald T. Restaino Ronald T. Restaino, Member

Signature(s) of Daniel R. Lynch, Judy O. Lynch, Thomas F. Bunbury and Ronald T. Restaino ~~authenticated~~ this 3rd day of June, 1994.

Stuart C. Herro
Member, State Bar of Wisconsin
2/25/96
Northern/Covenant.Fin [05-27-94]

CARRIAGE RIDGE DECLARATION

V27677P

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EXHIBIT "A"

Property Subject to Declaration

A parcel of land located in the North Half (N½) of the Northwest Quarter (NW¼) of Section 21, Township 8 North, Range 9 East, in the Town of Westport, Dane County, Wisconsin, more particularly described as follows:

All of Lot Two (2) of Certified Survey Map Number 7181, as recorded in the Office of the Dane County Register of Deeds in Volume 36 of Certified Survey Maps at Pages 227 through 232, inclusive, as Document Number 2498851.

CARRIAGE RIDGE DECLARATION**EXHIBIT "B"****Property Benefited**

All those lands located in Township 8 North, Range 9 East, Dane County, Wisconsin, more particularly described as follows:

Parcel A: Lot One (1), of Certified Survey Map Number 7181, as recorded in the Office of the Dane County Register of Deeds in Volume 36 of Certified Survey Maps at Pages 227 through 232, inclusive, as Document Number 2498851, and being located in the Northeast Quarter (NE¼) of the Northwest Quarter (NW¼) of Section 21, in the Town of Westport.

Parcel B: All of the North Half (N½) of the Northwest Quarter (NW¼) of Section 21, in the Town of Westport, except Lots One (1) and Two (2) of Certified Survey Map Number 7181, as recorded in the Office of the Dane County Register of Deeds in Volume 36 of Certified Survey Maps at Pages 227 through 232, inclusive, as Document Number 2498851.

Parcel C: The Southwest Quarter (SW¼) of the Northwest Quarter (NW¼) of Section 21, in the Town of Westport.

Parcel D: The Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) of Section 20, in the Town of Westport.

Parcel E: The Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) of Section 16, formerly in the Town of Westport and now in the Village of Waunakee.

CARRIAGE RIDGE DECLARATION**EXHIBIT "C"****Detention Pond**

A parcel of land located in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 21, Township 8 North, Range 9 East, in the Town of Westport, Dane County, Wisconsin, more particularly described as follows:

Commencing at the North $\frac{1}{4}$ corner of said Section 21 and running thence with the North, Northwesterly, West and Southwesterly lines of Lot 2 of Dane County Certified Survey Map No. 7181, as recorded in the Office of the Dane County Register of Deeds in Volume 36 of Certified Survey Maps at Pages 227 through 232, as Document No. 2498851, the following 4 (four) courses and distances: N 89° 15' 46" W, 2542.39 feet; thence S 40° 04' 23" W, 197.72 feet; thence S 0° 53' 44" W, 988.27 feet; thence S 43° 51' 31" E, 269.80 feet to the Southwest corner of said Lot 2 and the POINT OF BEGINNING of the parcel herein described; thence continuing, S 43° 51' 31" E, 460.60 feet; thence S 89° 37' 16" E, 398.67 feet; thence N 0° 22' 44" E, 330.00 feet to the South line of said Lot 2, said line also being the North line of the aforementioned Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 21; thence with said line N 89° 37' 16" W, 720.00 feet to the POINT OF BEGINNING; said described tract containing 4.2374 acres (184,580 square feet).