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REGISTER OF DEEDS

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

Name and Return Address:
Robert C. Procter
Axley Brynson, LLP
P.O. Box 1767
Madison, WI 53701-1767

Parcel Identification Nos.: *See attached Exhibits
A, B and C.*

This Agreement and Declaration of Covenants, Restrictions and Conditions for the First Addition To Carriage Ridge (the "*First Addition Declaration*") is made this 16th day of September, 2009, by Carriage Ridge LLC (the "*Declarant*"). The Town of Westport executes this First Addition Declaration as to its rights and obligations set forth herein.

RECITALS:

A. The Declarant developed the subdivision of Carriage Ridge and subjected the property described in Exhibit A (the "*Original Lots*") to the Agreement and Declaration of Covenants, Restrictions and Conditions for Carriage Ridge dated June 3, 1994, recorded on June 10, 1994, as Document No. 2608675, with the Register of Deeds, Dane County, Wisconsin, (the "*Original Declaration*").

B. The Declarant owns the property described in Exhibit B (the "*Additional Lots*"), and as shown on the subdivision plat for the First Addition to Carriage Ridge recorded on August 26, 2009, as Document No. 4589785, with the Register of Deeds, Dane County, Wisconsin (the "*Plat*").

C. Pursuant to Section 1.3 of the Original Declaration, Declarant desires to subject the Additional Lots to the covenants set forth in the Original Declaration.

9/27

D. In addition to the covenants set forth in the Original Declaration, the Declarant desires to subject the Additional Lots to the additional terms, provisions, conditions and benefits set forth herein.

E. Pursuant to the Approval of the Plat and the dedications set forth therein, this First Addition Declaration sets forth rights and obligations of the Town of Westport, which executes this First Addition Declaration as to those rights and obligations set forth herein.

NOW, THEREFORE, Carriage Ridge LLC declares that the Additional Lots shall be used, held, sold, and conveyed subject to the First Addition Declaration, which shall encumber and inure to the benefit of the Additional Lots, and run with the land, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

1. *Original Declaration.* The Additional Lots are hereby subjected to the terms, provisions and conditions set forth in the Original Declaration.

2. *Definitions.* Unless otherwise defined herein, all capitalized words shall have the meaning set forth in the Original Declaration. The term "Lots," as defined in the Original Declaration, shall include the Lots set forth in the Original Declaration and the Additional Lots set forth herein.

3. *Utility Easements.* Declarant declares, grants and reserves for the benefit of the Additional Lots a perpetual easement for all public utility companies serving the Additional Lots including without limitation the right to install, place, operate and maintain facilities for gas, water, electric power, telecommunications, cable, sewer, and other facilities in and under the strip of property labeled "12' wide public utility easement" (the "*Public Utility Easement*") as set forth on the Plat. No permanent buildings, structures or other improvements may be placed on or constructed within the Public Utility Easement that interferes with such purpose.

4. *Pedestrian and Equestrian Easement.* Declarant declares, grants and reserves a perpetual easement to all owners of the Lots, to all owners of the Benefited properties as set forth in Section 1.2 of the Original Declaration (the "*Benefited Properties*") and to all owners of the portion of those lands described in the Original Declaration as the "Northern Cross Farms" including their guests and invitees, as well as the guests and invitees of such owners, for thoroughfare on foot, on saddle, or in a horse-drawn carriage or sleigh, but on no other means of transportation, over, upon and across the equestrian and pedestrian easement (the "*Equestrian and Pedestrian Easement*") as set forth on the Plat. The properties defined as the Benefited Properties and the Northern Cross Farms are further described in Exhibit C. Declarant further declares, grants and reserves to itself and in favor of the Association the right to construct, replace and maintain the equestrian and pedestrian trails and the fencing on the Equestrian and Pedestrian Easement together with reasonable access thereto, and to an area of ten feet on either side of any such fence for the purpose of constructing, replacing and maintaining the same.

5. *Public Pedestrian Easement.* Declarant declares, grants and reserves for the benefit of the general public for thoroughfare on foot, but for no other means of transportation, over, upon and across the "15' public pedestrian easement" (the "*Public Pedestrian Easement*") as set forth on the Plat.

6. *Public Drainage Easements and Stormwater Facilities.* Declarant declares grants and reserves for the benefit of the Declarant, the Association and the Town of Westport, a perpetual easement over, upon and across the 20' Public Drainage Easement, the Environmental Corridor and Outlots 4 and 5 for the construction, maintenance, repair and replacement of all swales, culverts and other facilities (the "*Stormwater Facilities*") necessary for the management and drainage of stormwater within the lands subject to the Plat.

7. *Environmental Corridor.* Declarant hereby creates the environmental corridor as set forth on the Plat (the "*Environmental Corridor*") to be used for a wetland buffer and for public stormwater management and drainage. Except as otherwise provided for herein, the Environmental Corridor shall be subject to the Village of Waunakee's "Con Conservancy District" ordinance in effect as of the execution of this First Addition Declaration. All farm animals, except for horses using the bridle trails, shall be prohibited in the Environmental Corridor. Notwithstanding the foregoing or anything set forth in the Village of Waunakee ordinances, Declarant declares, grants and reserves a perpetual easement for the benefit of each and all of the Lot owners, the owners of the Benefited Properties, and the owners of the Northern Cross Farms, as well as the guests and invitees of such owners, for thoroughfare on foot, on saddle, or in a horse-drawn carriage or sleigh, but on no other means of transportation, over, upon and across the equestrian trails that are constructed within the Environmental Corridor.

8. *Construction and Maintenance Easement.* Declarant declares grants and reserves for the benefit of the Declarant, the Association and the Town of Westport a perpetual easement over, upon and across the Utility Easement, the Pedestrian and Equestrian Easement, the Public Pedestrian Easement, the Public Drainage Easements, the Environmental Corridor and Outlots 4 and 5 for access, construction and maintenance of the Stormwater Facilities and the Equestrian and Pedestrian Easements (the "*Construction and Maintenance Easement*"). This Construction and Maintenance Easement shall provide the Declarant, the Association and the Town of Westport the right to construct, install, maintain and replace trails, signs, fences, features, plantings, and all stormwater and utility facilities. Whenever reasonably necessary the Construction and Maintenance Easement shall include the right in and to an area of ten (10) feet on either side of such easement for any necessary access, construction or maintenance.

9. *Landscaping and Maintenance.* The owner of each Additional Lot shall utilize deep or sub-surface tillage prior to lawn planting, and shall use appropriate compost where necessary to provide for maximum stormwater infiltration. Prior, during and after construction of any improvements, each Additional Lot owner shall maintain his or her lot at all times in a neat appearance. Each Additional Lot must be kept clean from all noxious weeds, free and clear of debris, and the landscaping regularly maintained. Each Additional Lot owner may maintain the site prior to construction and occupancy himself or herself, or the Additional Lot owner has the option of having the Declarant or the Association maintain the site by paying the actual cost incurred for such maintenance. If an Additional Lot owner fails to maintain his or her lot, the Declarant and the Association shall have the right to have the lot maintained and to charge the Additional Lot owner the actual cost of maintenance. The Declarant and the Association shall have the right to enforce this covenant.

10. *Planting and Maintenance Plan.* Pursuant to a planting plan and maintenance plan for stormwater management areas in Outlot 4, Outlot 5 and the Environmental Corridor approved by the Town of Westport Administrator, which approval will not be unreasonably withheld, Declarant shall maintain these areas and plantings until the appropriate plantings maintain themselves, or for a period of no less than five years from the date final planting occurs..

11. *Maintenance of Stormwater Facilities.* The Stormwater Facilities located on each Additional Lot shall be maintained by the Association in a condition at all times that will permit the Stormwater Facilities to perform their intended function of public stormwater management and drainage. If the Association fails to maintain said Stormwater Facilities, then, after giving written notice to the each Additional Lot owner affected, the Town of Westport may access the Stormwater Facilities to provide any necessary maintenance. The cost of such maintenance incurred by the Town of Westport shall be charged to the Additional Lot owner by way of an assessment, and each Additional Lot owner waives any rights to object to said assessment for the maintenance.

12. *Maintenance of Sanitary Sewer.* The Town of Westport shall have the right to temporarily shut down the sanitary sewer for Lots 76 through 89 of the First Addition to Carriage Ridge for all reasonable maintenance of the public sanitary sewer force main serving those lots. The Town of Westport shall also have the right to maintain the private sanitary grinder pumps serving Lots 76 through 89 if the private sanitary grinder pumps are not properly maintained by those lot owners. If the Town of Westport is required to maintain the private sanitary grinder pumps for Lots 76 through 89, then the cost of such maintenance incurred by the Town of Westport shall be charged to those lot owners by way of an assessment, and each those lot owners waive any right to object to said assessment for the maintenance.

13. *Public Dedication of Outlots 4 and 5.* Outlots 4 and 5, as shown on the Plat, are dedicated to the public for stormwater management and drainage. Except as otherwise set forth under Section 10, it shall be the responsibility of the Town of Westport to perform or cause to be performed in a reasonably timely manner, maintenance of Outlots 4 and 5, which may be necessary to keep the outlots in a condition at all times that will permit the Stormwater Facilities located thereon to perform their intended function of public stormwater management and drainage.

14. *No Other Public Dedication.* Except as otherwise set forth in the Plat, nothing in this First Addition Declaration shall be deemed to be a gift or dedication to the general public or for any public purpose whatsoever of any portion of the easements granted under this First Addition Declaration to the general public or for any public purpose whatsoever.

15. *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 the easement areas set forth herein, and (b) to assign its rights hereunder, all of which acts shall be binding upon the Lots. In the event that Declarant assigns its rights hereunder, Declarant shall provide written notice to the Town of Westport including the name and contact information of the assignee. Notwithstanding anything to the contrary herein, Declarant, the Town of Westport and the Association's agents shall at all times have the right with regards to the Equestrian and Pedestrian Easement and Environmental Corridor: (a) to close the trails for safety and/or maintenance reasons, (b) use motorized vehicles on the trails, and (c) allow motorized emergency vehicles on the trails to access injured persons or animals or for other emergency purposes.

16. *Add-On of Additional Lands.* From time to time, Declarant may, but shall not be required to, subject all or any additional portion of Northern Cross Farms and/or Lot One, Certified Survey Map 7181, to the terms, provisions and conditions contained in this First Addition Declaration, and concurrently extend to such additional lands the benefits herein contained, by recording of the appropriate instrument consistent with the requirements of Section 1.3 of the Original Declaration.

17. *Amendments.* This First Addition Declaration may be amended in the same manner as set forth in the Original Declaration.

18. *Binding Effects; Benefits.* This First Addition Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Lots and Additional Lots described in the Original Declaration and this First Addition Declaration.

[SIGNATURES ON FOLLOWING PAGE]

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

CARRIAGE RIDGE LLC

By: *Thomas F. Bunbury*
Thomas F. Bunbury, Managing Member

By: *Marijo Bunbury*
Marijo Bunbury, Managing Member

TOWN OF WESTPORT

By: *Thomas M. Wilson*
Thomas Wilson, Administrator / Clerk-Treasurer / Attorney

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 16th day of September, 2009, the above-named Thomas F. Bunbury and Marijo Bunbury, to me known to be the Managing Members of Carriage Ridge LLC, who executed the foregoing instrument, and acknowledged the same.


Robert C. Procter
Robert C. Procter
Notary Public, State of Wisconsin.
My commission is permanent.



ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 28 day of September, 2009, the above-named Thomas Wilson, to me known to be the Administrator / Clerk-Treasurer / Attorney of the Town of Westport, who executed the foregoing instrument, and acknowledged the same.


Name: Debra J. Flynn
Notary Public, State of Wisconsin
My commission expires: 8-29-10

This instrument was drafted by:
Robert C. Procter
Axley Brynelson, LLP
2 E. Mifflin Street, Suite 200
Madison, WI 53703

EXHIBIT A

(Original lots of Carriage Ridge)

Lots 1 through 50, inclusive, and Outlots 2 and 3, Plat of Carriage Ridge, Town of Westport, Dane County, Wisconsin, and Lots 1 and 2 of Certified Survey Map Number 8232 (being a subdivision of Outlot 1, Carriage Ridge).

Tax Parcel Nos:

080921200028	080921202768
080921200108	080921202973
080921200224	080921203187
080921205630	080921222693
080921200439	080921222906
080921205836	080921223110
080921201063	080921223325
080921201278	080921223530
080921201483	080921224164
080921220097	080921224379
080921220300	080921224584
080921220515	080921224799
080921220720	080921203409
080921220935	080921203614
080921221149	080921203829
080921221354	080921204033
080921221569	080921204248
080921221774	080921204453
080921221989	080921204668
080921222193	080921205087
080921222406	080921205292
080921201714	080921205416
080921201929	080921205505
080921202133	080921225029
080921202348	080921225243
080921202553	

EXHIBIT B

(the Additional Lots in the First Addition to Carriage Ridge)

Lots 51 through 89, inclusive, and Outlots 4 and 5, First Addition to Carriage Ridge, Town of Westport, Dane County, Wisconsin.

Tax Parcel Nos.:

080920105250	080920103090
080920105350	080920103200
080920101000	080920103310
080920101110	080920103420
080920101220	080920103530
080920101330	080920103640
080920101440	080920103750
080920101550	080920103860
080920101660	080920103970
080920101770	080920104080
080920101880	080920104190
080920101990	080920104300
080920102100	080920104410
080920102210	080920104520
080920102320	080920104630
080920102430	080920104740
080920102540	080920104850
080920102650	080920104960
080920102760	080920105070
080920102870	080920105180
080920102980	

EXHIBIT C

(Legal Description of Benefited Properties and Northern Cross Farms)

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 (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, in the Town of Westport.

Parcel B: All of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) 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 (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, in the Town of Westport.

Parcel D: The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 20, in the Town of Westport.

Parcel E: The Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section 16, formerly in the Town of Westport and now in the Village of Waunakee.