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**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5175542**

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Pages: 12**

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

Name and Return Address:

Robert C. Procter
Axley Brynelson, LLP
P.O. Box 1767
Madison, WI 53701-1767

See attached Exhibits A, B, C and D

Parcel Identification Nos.

This Agreement and Declaration of Covenants, Restrictions and Conditions for the Second Addition To Carriage Ridge (the "*Second Addition Declaration*") is made this 22nd day of July, 2015, by Carriage Ridge LLC (the "*Declarant*"). The Town of Westport executes this Second 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 subsequently subdivided a portion of the land commonly referred to as Northern Cross Farms (as that term is described in the Original Declaration) by recording with the Register of Deeds, Dane County Wisconsin, on August 26, 2009, as Document No. 4589785, a subdivision plat for the First Addition to Carriage Ridge (the "*First Addition Plat*"), which created additional lots and outlots as described in Exhibit B (the "*First Addition Lots*").

C. The First Addition Lots are subject to the covenants to the Original Declaration together with additional terms, provisions, conditions and benefits as set forth in that certain Agreement and Declaration of Covenants, Restrictions, and Conditions for the First Addition to Carriage Ridge dated

September 16, 2009, and recorded on October 16, 2009, in the Register of Deeds, Dane County, Wisconsin as Document No. 4603232 (the "*First Addition Declaration*").

D. The Declarant subsequently subdivided another portion of the land commonly referred to as Northern Cross Farms by recording with the Register of Deeds, Dane County Wisconsin, on ~~10th, August~~, 2015, as Document No. 5175541, a subdivision plat for the Second Addition to Carriage Ridge (the "*Second Addition Plat*"), which created additional lots and outlots as described in Exhibit C (the "*Second Addition Lots*").

E. Pursuant to Section 1.3 of the Original Declaration, the Declarant desires to subject the Second Addition Lots to the Original Declaration.

F. Pursuant to Section 16 of the First Addition Declaration, Declarant desires to subject the Second Addition Lots to the covenants set forth in the First Addition Declaration.

G. In addition to the covenants set forth in the Original Declaration and First Addition Declaration, the Declarant desires to subject the Second Addition Lots to the additional terms, provisions, conditions and benefits set forth herein.

H. Pursuant to the approval and recording of the Second Addition Plat and the dedications set forth therein, this Second Addition Declaration sets forth rights and obligations of the Town of Westport, which executes this Second Addition Declaration as to those rights and obligations set forth herein.

NOW, THEREFORE, Carriage Ridge LLC declares that the Second Addition Lots shall be used, held, sold, and conveyed subject to the Second Addition Declaration, which shall encumber and inure to the benefit of the Second Addition 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 and First Addition Declaration.* The Original Declaration and First Addition Declaration are incorporated herein in their entirety except for Section 3.33 and Article 8 of the Original Declaration which are expressly excluded from this Second Addition Declaration. These provisions are excluded because there is no private well and water system that serves either the Original Lots, the First Addition Lots or the Second Addition Lots.

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 Original Lots, the First Addition Lots and the Second Addition Lots set forth herein.

3. *Utility Easements.* Declarant declares, grants and reserves for the benefit of the Second Addition Lots a perpetual easement for all public utility companies serving the Second Addition Lots including without limitation the right to install, place, operate and maintain facilities for gas in and under the strip of property labeled "6 Foot Wide Public Utility Easement for Buried Gas," and the right to install, place, operate, and maintain facilities for water, electric power, telecommunications, cable, sewer, and other facilities in and under the strip of property labeled "12 Foot Wide Public Utility Easement" (collectively, the "*Public Utility Easements*") as set forth on the Second Addition Plat. No permanent buildings, structures or other improvements may be placed on or constructed within the Public Utility Easements that interferes with such purpose.

4. *Pedestrian and Equestrian Easement.* Declarant declares, grants and reserves a perpetual easement to all owners of the Lots and the owner of the stables property as set forth in Exhibit D

(collectively, the "*Benefited Properties*"), and to 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 strip of property labeled "20 Foot Wide Private Equestrian Trail Easement (the "*Equestrian and Pedestrian Easement*")" as set forth on the Second Addition Plat. 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, the fencing, monument signs, and any other improvements marking the entrance into "Carriage Ridge" on the Equestrian and Pedestrian Easement together with reasonable access thereto. Declarant further declares, grants and reserves to itself and in favor of the Association a perpetual easement of ten feet on either side of any such fence for the purpose of constructing, replacing and maintaining the same. A Second Addition Lot owner shall have the right to plant and maintain landscaping within the ten foot strip of land located between the fence and the Dwelling located on the Lot; provided, however, neither the Declarant nor the Association have any liability for damage to the landscaping caused by the Declarant's or Association's exercise of its rights under this easement.

5. *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 strip of property labeled "20 Foot Wide Public Drainage Swale Easement or "5 Foot Wide Public Drainage Swale Easement," the strip of property labeled "20 Foot Wide Public Storm Sewer Easement," and Outlots 6 and 7, all as set forth on the Second Addition Plat (collectively, the "Public Drainage Easements"), 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 Second Addition Plat.

6. *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 Public Utility Easements, the Equestrian and Pedestrian Easement, the Public Drainage Easements, and Outlots 6, 7 and 8 for access, construction and maintenance of the Stormwater Facilities, the equestrian and pedestrian trails and fencing, parkland and the Paved Walkway (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.

7. *Landscaping and Maintenance.* The owner of each Second Addition 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 Second Addition Lot owner shall maintain his or her lot at all times in a neat appearance. Each Second Addition Lot must be kept clean from all noxious weeds, free and clear of debris, and the landscaping regularly maintained. Until construction of a Dwelling commences on the Second Addition Lot, the Declarant or the Association shall, in their reasonably exercised discretion, maintain the Second Addition Lot. The Second Addition Lot owner shall pay to the Declarant or the Association the actual cost incurred for such maintenance. All payments shall be made to the Declarant or the Association within thirty (30) days from the date of the invoice. Late payments shall bear interest at the rate of twelve percent (12%) per annum from the due date. The Declarant and the Association shall have the right to enforce this covenant and place a lien on the Second Addition Lot for any maintenance costs which remain unpaid.

8. *Planting and Maintenance Plan.* Pursuant to a planting plan and maintenance plan for stormwater management areas in Outlot 6 and Outlot 7 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, but in no event for a period of less than five years from the date final planting occurs.

9. *Maintenance of Stormwater Facilities.* The Stormwater Facilities located on each Second Addition 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 Second Addition 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 Second Addition Lot owner by way of an assessment, and each Second Addition Lot owner waives any rights to object to said assessment for the maintenance.

10. *Public Dedication of Outlots 6, 7 and 8.* Outlots 6 and 7, as shown on the Second Addition Plat, are dedicated to the public for stormwater management and parkland purposes. Except as otherwise set forth herein, it shall be the responsibility of the Association to perform or cause to be performed in a reasonably timely manner, maintenance of Outlots 6 and 7, 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 permit the outlots to be used as public parkland; and Outlot 8 to permit the Paved Walkway to be usable year round.

11. *No Other Public Dedication.* Except as otherwise set forth in the Second Addition Plat, nothing in this Second 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 Second Addition Declaration to the general public or for any public purpose whatsoever.

12. *Approval of Builders.* For each Dwelling erected on any Second Addition Lot, the builder or general contractor hired for the construction of such Dwelling shall be approved in writing by the Architectural Control Committee prior to commencement of construction. The approval of the Architectural Control Committee shall not be unreasonably withheld. The approval by the Architectural Control Committee may be withheld for reasons such as the proposed builder's or general contractor's financial status, business history and prospects, building reputation or any other reason which would be relied upon by a reasonably prudent business person then developing a neighborhood of high quality single family residences.

13. *Building Materials.* The Dwellings that have been constructed on the Original Lots and First Addition Lots have significant portions of the front elevations clad in stone, brick, stucco or other organic material. To insure the Dwellings constructed on the Second Addition Lots are of a similar quality, the front elevation of any Dwelling constructed on a Second Addition Lot shall have stone, brick, stucco or other organic material. All Dwellings constructed on the Second Addition Lots shall be of a standard and style similar to the Dwellings constructed on the Original Lots and First Addition Lots.

14. *Parkway.* Outlot 8 as shown on the Second Addition Plat is dedicated to the public for parkland, parkway and storm sewer purposes. The existing paved walkway located immediately adjacent to Outlot 8 in the Blue Ridge Addition to Southbridge shall be extended across Outlot 8 to Shenandoah Drive (the "Paved Walkway").

15. *Street Lighting.* Declarant reserves the right to install street lights at various locations within the Second Addition Plat. The cost to operate, maintain and repair the street lights shall be paid for by the Second Addition Lot owners. The Association shall on an annual basis assess a street lighting assessment to each Second Addition Lot. The street lighting assessment shall be paid on or before thirty

(30) days from the date of the assessment notice. Any delinquent assessment payments shall bear interest at the rate of twelve percent (12%) per annum from the due date. The Association shall have the right to place a lien on the Second Addition Lot for any unpaid assessments.

16. *Second Addition Lot Setbacks.* The following setback lines shall be deemed applicable to the Second Addition Lots:

Minimum Front Setback	35 feet from the Front Lot Line
Minimum Side Setback	6 feet from the Side Lot Line
Minimum Side Setback For Corner Lot	20 feet from each Side Lot Line adjacent to a street
Minimum Rear Setback	20 feet from Rear Lot Line (provided the 10 foot fence easement described in Section 4 of this Second Addition Declaration is maintained, if applicable, to the Second Addition Lot)

The Architectural Control Committee may authorize variances of the above setbacks in its discretion. Where two (2) or more Second Addition 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. This section shall replace and supersede Section 5.6 of the Original Declaration.

17. *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 and the Association's agents shall at all times have the right with regards to the Equestrian and Pedestrian Easement: (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.

18. *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 to the terms, provisions and conditions contained in this Second 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 and Section 16 of the First Addition Declaration.

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

20. *Binding Effects; Benefits.* This Second 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 described in the Original Declaration, the First Addition Declaration and this Second 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

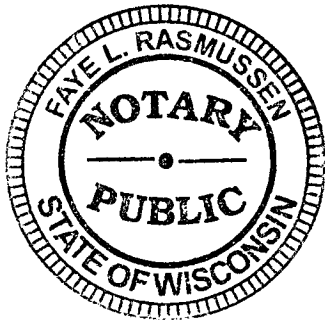
By: John Van Dinter
John Van Dinter, Town Chair

Attest: Thomas G. Wilson
Thomas G. Wilson, Town Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 28th day of July, 2015, 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.

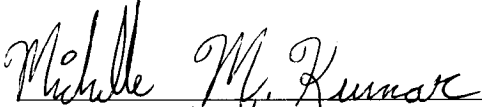


Faye L. Rasmussen
Name: FAYE L. RASMUSSEN
Notary Public, State of Wisconsin.
My commission expires: APRIL 24, 2016

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 3 day of ~~July~~^{August}, 2015, the above-named John Van Dinter and Thomas G. Wilson, to me known to be the Town Chair and Town Clerk, respectively, of the Town of Westport, who executed the foregoing instrument, and acknowledged the same.


Name: Michelle M. Kumar
Notary Public, State of Wisconsin.
My commission expires: 5/1/16

CONSENT OF MORTGAGEE

Settlers ^bBank, the mortgagee of the property described on Exhibit C of this Second Addition Declaration, consents to this Second Addition Declaration for the purpose of subordinating the lien of its mortgage to this Second Addition Declaration.

Dated this 28th day of July, 2015.

SETTLERS BANK:

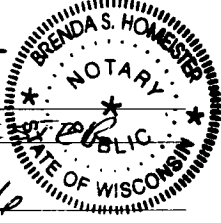
By: [Signature]
Name: David M. Fink
Title: Founder + President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)ss
COUNTY OF DANE)

Personally came before me this 28th day of July, 2015, the above-named DAVID M FINK, to me known to be the FOUNDER + PRESIDENT of Settlers ^bBank, who executed the foregoing instrument, and acknowledged the same.

[Signature]
Name: BRENDA S. HOMEISTER
Notary Public, State of Wisconsin.
My commission expires: 9/25/16



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 46 and 48 through 50, and Outlots 2 and 3, Plat of Carriage Ridge, Town of Westport, Dane County, Wisconsin, Lots 1 and 2 of Certified Survey Map Number 8232 (being a subdivision of Outlot 1, Carriage Ridge), and Lot 1 of Certified Survey Map Number 11289 (being all of Lot 47 and a portion of Outlot 2 of the Plat of 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	080921204880

EXHIBIT B

(the First Addition 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

(the Second Addition Lots in the Second Addition to Carriage Ridge)

Lots 90 through 157, inclusive, and Outlots 6, 7, and 8, Second Addition to Carriage Ridge, Town of Westport, Dane County, Wisconsin.

Tax Parcel No. 080916390020

EXHIBIT D

(Legal Description of the Stables Property)

The Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 21, Township 8 North, Range 9 East, Dane County, Wisconsin.

Tax Parcel No. 080921290011