

SCENIC VALLEY

FIFTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR THE PLAT
OF SCENIC VALLEY, VILLAGE OF CROSS PLAINS,
DANE COUNTY, WISCONSIN

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

5832906

05/12/2022 08:31 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

**The above recording information
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Drafted by and Return Address:

Steven A. Brezinski
Axley Brynelson, LLP
PO Box 1767
Madison, WI 53701-1767

See attached

Parcel Identification Number (PIN)

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS ("*Fifth Amendment*") is made by Horizon Investment Associates, LLC ("*Developer*") this 11 day of May, 2022.

RECITALS:

A. Developer recorded the Plat of Scenic Valley in the Office of the Register of Deeds, Dane County, Wisconsin on March 26, 2020 as Document No. 5572877, Volume 60-025A of Plats, Pages 130-134, all in the Village of Cross Plains, Dane County, Wisconsin (the "*Plat*").

B. Developer subjected certain of the Lots in the Plat to the Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5572881 on March 26, 2020 ("*Original Declaration*"), as amended by the Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5645156 on October 6, 2020 (the "*First Amendment*"), and as amended by the Second Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5776573 on October 4, 2021 (the "*Second Amendment*"), and as amended by the Third

Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5776575 on October 4, 2021 (the “*Third Amendment*”), and as amended by the Fourth Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5783880 on October 27, 2021 (“*Fourth Amendment*” and the Original Declaration as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment is the “*Declaration*”). The Declaration affects the real estate described on Exhibit A attached hereto and incorporated herein all of which is within the Plat.

C. Article 2 provides that the Declaration may be amended with the affirmative vote of the Owners of more than seventy-five percent of the Lots subject to the Declaration.

D. As of the date this Fifth Amendment is executed, Developer is the owner of more than seventy-five (75%) percent of the Lots subject to this Declaration and Developer has affirmatively voted to and does hereby vote to approve this Fifth Amendment and votes, ratifies, and approves the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment.

AMENDMENT:

NOW, THEREFORE, Developer declares and agrees as follows:

1. Amending Paragraph Section 6.02(b). Section 6.02(b) of the Declaration was previously deleted from the Declaration by the Fourth Amendment. The Developer now wishes to add a new Section 6.02(b) to the Declaration. The Declaration is hereby amended by adding a Section 6.02(b) to the Declaration as follows:

“(b) All residences shall have an attached garage of at least two (2) stalls and not exceeding three (3) stalls. Forward facing garages shall not make up more than 60% of the width of the ground floor façade facing the street. No garage will be greater than 42 feet in overall width and will have no more than three garage doors. Garages shall be situated flush with or behind the front face of the rest of the residence, or a covered porch attached to the residence, with exceptions granted to allow a protruding garage of up to 10 feet only if features such as a covered porch and landscaping are provided in a manner that helps to offset the appearance of the protruding garage. For three (3) stall garages, one (1) stall shall be set back at least 18 inches from the others and shall include a change in the roofline to help offset the width of the garage. Detached garages will not be permitted.”

2. Defined Terms. Any capitalized term that is not defined in this Fifth Amendment shall have the meaning for that term set forth in the Declaration.

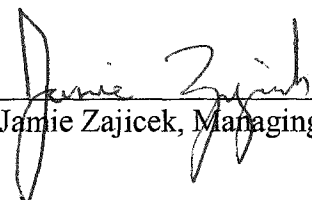
3. Recitals. The Recitals are incorporated into and made a part of this Declaration.

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EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned Developer has made and executed this Fifth Amendment to Declaration of Covenants and Restrictions as of the date first written above.

HORIZON INVESTMENT ASSOCIATES, LLC

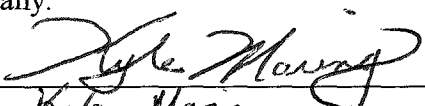
By: 
Jamie Zajicek, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

The foregoing instrument was acknowledged before me this 11th day of May, 2022 by Jamie Zajicek, Managing Member of Horizon Investment Associates, LLC, a Wisconsin limited liability company.




Name: Kyle Maring
Notary Public, State of Wisconsin
My commission expires 1/23/24

CONSENT OF MORTGAGEE

COMPEER FINANCIAL, consents to and subordinates its mortgage interest to the Original Declaration (as defined above) as modified by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment (each defined above) with respect to any lands within the Plat of Scenic Valley, Village of Cross Plains, Dane County, Wisconsin, recorded as Document Number 5572877 in the office of the Register of Deeds for Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this May 10th 2022, 2022.

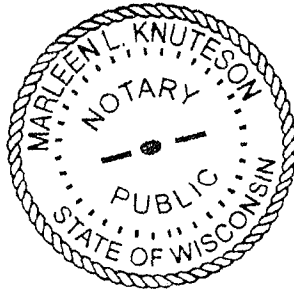
COMPEER FINANCIAL

By: *Kyle Maring*
Kyle Maring, Financial Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on this 10th day of May, 2022 by Kyle Maring, Financial Officer of Compeer Financial.



Marleen L. Knuteson
Printed name: Marleen L. Knuteson
Notary Public, State of Wisconsin
My commission expires August 16, 2025

EXHIBIT A

PARCEL NUMBER	DESCRIPTION
113/0707-043-0001-1	Scenic Valley Lot 1
113/0707-043-0012-1	Scenic Valley Lot 2
113/0707-043-0023-1	Scenic Valley Lot 3
113/0707-043-0034-1	Scenic Valley Lot 4
113/0707-043-0045-1	Scenic Valley Lot 5
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113/0707-043-0184-1	Scenic Valley Lot 24
113/0707-043-0195-1	Scenic Valley Lot 25
113/0707-043-0206-1	Scenic Valley Lot 26
113/0707-043-0217-1	Scenic Valley Lot 27
113/0707-043-0231-1	Scenic Valley Lot 31
113/0707-043-0242-1	Scenic Valley Lot 32
113/0707-043-0253-1	Scenic Valley Lot 33
113/0707-043-0264-1	Scenic Valley Lot 34
113/0707-043-0275-1	Scenic Valley Lot 35
113/0707-043-0286-1	Scenic Valley Lot 36 Subj to Esmt Doc 5572878
113/0707-043-0297-1	Scenic Valley Lot 37
113/0707-043-0308-1	Scenic Valley Lot 38
113/0707-043-0319-1	Scenic Valley Lot 39
113/0707-043-0341-1	Scenic Valley Lot 51
113/0707-043-0352-1	Scenic Valley Lot 52
113/0707-043-0363-1	Scenic Valley Lot 53
113/0707-043-0374-1	Scenic Valley Lot 54
113/0707-043-0385-1	Scenic Valley Lot 55
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113/0707-043-0456-1	Scenic Valley Lot 76
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113/0707-043-0478-1	Scenic Valley Lot 78
113/0707-043-0489-1	Scenic Valley Lot 79
113/0707-043-0500-1	Scenic Valley Lot 80
113/0707-043-0511-1	Scenic Valley Lot 81
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113/0707-043-6202-1	Scenic Valley Lot 72
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113/0707-043-6224-1	Scenic Valley Lot 74
113/0707-043-6235-1	Scenic Valley Lot 75
113/0707-043-6252-1	Scenic Valley Lot 92
113/0707-043-6263-1	Scenic Valley Lot 93
113/0707-043-6274-1	Scenic Valley Lot 94
113/0707-043-6285-1	Scenic Valley Lot 95
113/0707-043-6296-1	Scenic Valley Lot 96
113/0707-043-6307-1	Scenic Valley Lot 97
113/0707-044-2308-1	Scenic Valley Lot 8
113/0707-044-2319-1	Scenic Valley Lot 9
113/0707-044-2330-1	Scenic Valley Lot 10
113/0707-044-2341-1	Scenic Valley Lot 11
113/0707-044-2352-1	Scenic Valley Lot 12

113/0707-044-2363-1	Scenic Valley Lot 13
113/0707-044-2374-1	Scenic Valley Lot 14
113/0707-044-2398-1	Scenic Valley Lot 28
113/0707-044-2409-1	Scenic Valley Lot 29
113/0707-044-2420-1	Scenic Valley Lot 30 Subj to Esmt Doc 5572878
113/0707-044-2467-1	Scenic Valley Lot 47
113/0707-044-2478-1	Scenic Valley Lot 48
113/0707-044-2489-1	Scenic Valley Lot 49
113/0707-044-2500-1	Scenic Valley Lot 50
113/0707-044-2456-1	Scenic Valley Lot 46

SCENIC VALLEY

FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE PLAT OF SCENIC VALLEY, VILLAGE OF CROSS PLAINS, DANE COUNTY, WISCONSIN

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #

5783880

10/27/2021 11:52 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

The above recording information verifies that this document has been electronically recorded and returned to the submitter.

Drafted by and Return Address:

Edward J. Lawton
Axley Brynelson, LLP
PO Box 1767
Madison, WI 53701-1767

See attached

Parcel Identification Number (PIN)

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS ("Fourth Amendment") is made by Horizon Investment Associates, LLC ("Developer") this 22nd day of October, 2021.

RECITALS:

A. Developer recorded the Plat of Scenic Valley in the Office of the Register of Deeds, Dane County, Wisconsin on March 26, 2020 as Document No. 5572877, Volume 60-025A of Plats, Pages 130-134, all in the Village of Cross Plains, Dane County, Wisconsin (the "Plat"); and

B. Developer subjected certain of the Lots in the Plat to the Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5572881 on March 26, 2020 ("Original Declaration"), as amended by the Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5645156 on October 6, 2020 (the "First Amendment"), and as amended by the Second Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5776573 on October 4, 2021 (the "Second Amendment"), and as amended by the Third

Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5776575 on October 4, 2021 (the “Third Amendment”, and the Original Declaration as modified by the First Amendment, Second Amendment and Third Amendment is the “Declaration”). The Declaration affects the real estate described on Exhibit A attached hereto and incorporated herein all of which is within the Plat.

C. Article 2 of the Declaration provides that the Declaration may be amended with the consent of the Owners of at least seventy-five percent of the Lots subject to the Declaration.

D. As of the date of this Fourth Amendment is executed, Developer is the owner of more than seventy-five percent (75%) of the Lots subject to the Declaration.

AGREEMENT:

NOW, THEREFORE, Developer declares and agrees as follows:

1. Amending Section 6.02(b). The Declaration is hereby amended by deleting Section 6.02(b) of the Declaration in its entirety.

2. Defined Terms. Any capitalized term that is used in this Fourth Amendment but is not defined in this Fourth Amendment shall have the meaning for that term set forth in the Declaration.

3. Recitals; Ratification. The Recitals are incorporated into and made a part of this Fourth Amendment. The Declaration, as amended by this Fourth Amendment, is hereby ratified and approved and in full force and effect. The Developer hereby votes in favor of, and hereby consents and ratifies in writing to, this Fourth Amendment, the Third Amendment, the Second Amendment, and the First Amendment with respect to all Lots owned by the Developer.

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EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned Developer has made and executed this Fourth Amendment as of the date first written above.

HORIZON INVESTMENT ASSOCIATES, LLC

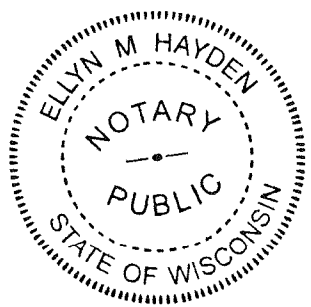
By: *Jamie Zajicek*
Jamie Zajicek, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

The foregoing instrument was acknowledged before me this 21st day of October, 2021 by Jamie Zajicek, Managing Member of Horizon Investment Associates, LLC, a Wisconsin limited liability company.

Ellyn M Hayden
Name: *Ellyn M Hayden*
Notary Public, State of Wisconsin
My commission expires *09/16/2024*



CONSENT OF MORTGAGEE

COMPEER FINANCIAL, consents to and subordinates its mortgage interest to the Original Declaration (as defined above) as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment (each defined above) with respect to any lands within the Plat of Scenic Valley, Village of Cross Plains, Dane County, Wisconsin, recorded as Document Number 5572877 in the office of the Register of Deeds for Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this 22nd day of October, 2021.

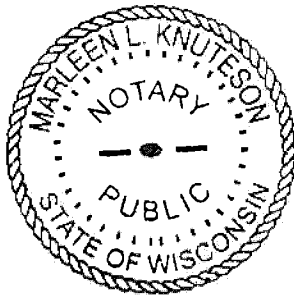
COMPEER FINANCIAL

By: *Kyle Maring*
Kyle Maring, Financial Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on this 22nd day of October, 2021 by Kyle Maring, Financial Officer of Compeer Financial.



Marleen L. Knuteson
Printed name: Marleen L. Knuteson
Notary Public, State of Wisconsin
My commission expires August 16, 2025

EXHIBIT A

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113/0707-043-0522-1	Scenic Valley Lot 82
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113/0707-043-0544-1	Scenic Valley Lot 84
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113/0707-043-0588-1	Scenic Valley Lot 88
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113/0707-044-2489-1	Scenic Valley Lot 49
113/0707-044-2500-1	Scenic Valley Lot 50
113/0707-044-2456-1	Scenic Valley Lot 46

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

SCENIC VALLEY

THIRD AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR THE PLAT
OF SCENIC VALLEY, VILLAGE OF CROSS PLAINS,
DANE COUNTY, WISCONSIN

DOCUMENT #
5776575
10/04/2021 09:33 AM
Trans Fee:
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**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

Drafted by and Return Address:

Steven A. Brezinski
Axley Brynelson, LLP
PO Box 1767
Madison, WI 53701-1767

See attached

Parcel Identification Number (PIN)

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS ("Third Amendment") is made by Horizon Investment Associates, LLC ("Developer") this 24 day of August, 2021.

RECITALS:

A. Developer recorded the Plat of Scenic Valley in the Office of the Register of Deeds, Dane County, Wisconsin on March 26, 2020 as Document No. 5572877, Volume 60-025A of Plats, Pages 130-134, all in the Village of Cross Plains, Dane County, Wisconsin (the "Plat"); and

B. Developer subjected certain of the Lots in the Plat to the Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5572881 on March 26, 2020 ("Original Declaration"), as amended by the Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5645156 on October 6, 2020 (the "First Amendment"), and as amended by the Second Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds (the "Second Amendment") (and the Original Declaration as modified by the First Amendment and Second Amendment is

the "Declaration"). The Declaration affects the real estate described on Exhibit A attached hereto and incorporated herein all of which is within the Plat.

C. Article 2 of the Declaration provides that the Declaration may be amended with the consent of the Owners of at least seventy-five percent of the Lots subject to the Declaration.

D. As of the date this Third Amendment is executed, Developer is the owner of more than seventy-five percent (75%) of the Lots subject to the Declaration.

AGREEMENT

NOW, THEREFORE, Developer declares and agrees as follows:

1. Amending Article 6. The Declaration is hereby amended by amending and restating Section 6.02(f) of the Declaration in its entirety as follows:

"Desired color schemes shall be submitted to the Committee for approval. All exterior color schemes will be subject to Committee approval before being placed on any building or structure. The Committee will consider colors on an individual basis. The Committee will generally attempt to coordinate trim and siding colors to promote the most aesthetically attractive combination for a particular house."

2. Defined Terms. Any capitalized term that is used in this Third Amendment but is not defined in this Third Amendment shall have the meaning for that term set forth in the Declaration.

3. Recitals: Ratification. The Recitals are incorporated into and made a part of this Third Amendment. The Declaration, as amended by this Third Amendment, is hereby ratified and approved and in full force and effect. The Developer hereby votes in favor of, and hereby consents in writing to, this Third Amendment, the Second Amendment, and the First Amendment with respect to all Lots owned by the Developer.

[THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXHIBIT A

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113/0707-044-2478-1	Scenic Valley Lot 48
113/0707-044-2489-1	Scenic Valley Lot 49
113/0707-044-2500-1	Scenic Valley Lot 50

SCENIC VALLEY

SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR THE PLAT
OF SCENIC VALLEY, VILLAGE OF CROSS PLAINS,
DANE COUNTY, WISCONSIN

DOCUMENT #

5776573

10/04/2021 09:31 AM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 7

**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

Drafted by and Return Address:

Steven A. Brezinski
Axley Brynelson, LLP
PO Box 1767
Madison, WI 53701-1767

See attached

Parcel Identification Number (PIN)

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS ("Second Amendment") is made by Horizon Investment Associates, LLC ("Developer") this 24 day of August, 2021.

RECITALS:

A. Developer recorded the Plat of Scenic Valley in the Office of the Register of Deeds, Dane County, on March 26, 2020 as Document No. 5572877, Volume 60-025A of Plats, Pages 130-134, all in the Village of Cross Plains, Dane County, Wisconsin (the "Plat"); and

B. Developer subjected certain of the Lots in the Plat to the Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5572881 on March 26, 2020 ("Original Declaration") as amended by the Amendment to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5645156 on October 6, 2020 (the "First Amendment" and the Original Declaration as modified by the First Amendment is the "Declaration"). The Declaration affects the real estate described on Exhibit A attached hereto and incorporated herein all of which is within the Plat.

C. Article 2 of the Declaration provides that the Declaration may be amended with the consent of the Owners of at least seventy-five percent of the Lots subject to the Declaration.

D. As of the date this Second Amendment is executed, Developer is the owner of more than seventy-five percent (75%) of the Lots subject to the Declaration.

AMENDMENT

NOW, THEREFORE, Developer declares and agrees as follows:

1. Amending Article 9. Article 9 of the Declaration is hereby amended by deleting the reference to "Lot 46" contained in Article 9 of the Declaration and replacing it with "Lot 45". For all purposes, and despite anything in the Declaration to the contrary, Lot 46 of the Plat is subject to the Declaration, as amended hereby, and Lot 45 of the Plat is not subject to the Declaration, as amended hereby.

2. Defined Terms. Any capitalized term that is used in this Second Amendment but is not defined in this Second Amendment shall have the meaning for that term set forth in the Declaration.


3. Recitals: Ratification. The Recitals are incorporated into and made a part of this Second Amendment. The Declaration, as amended by this Second Amendment, is hereby ratified and approved and in full force and effect. The Developer hereby votes in favor of this Second Amendment and the First Amendment with respect to all Lots owned by the Developer.

[THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned Developer has made and executed this Second Amendment as of the date first written above.

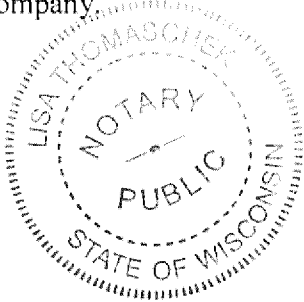
HORIZON INVESTMENT ASSOCIATES, LLC

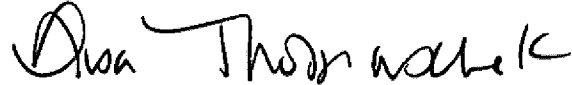
By: 
Name: Jamie Zajicek
Title: Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

The foregoing instrument was acknowledged before me this 24th day of August, 2021 by Jamie Zajicek, Managing Member of Horizon Investment Associates, LLC, a Wisconsin limited liability company.




Name: Lisa Thomaschek
Notary Public, State of Wisconsin
My commission expires 5/27/2023

CONSENT OF MORTGAGEE

Compeer Financial, consents to and subordinates its mortgage interest to this instrument with respect to any lands within the Plat of Scenic Valley, Village of Cross Plains, Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this August 24, 2021.

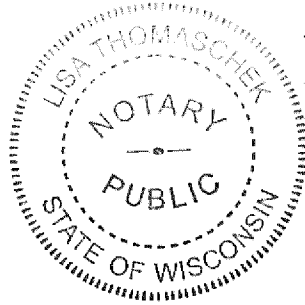
COMPEER FINANCIAL

By: *Kyle Maring*
Printed name: Kyle Maring
Title: Financial Officer

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

This instrument was acknowledged before me on this 24th day of August, 2021 by Kyle Maring, Financial Officer of Compeer Financial.



Lisa Thomaschek
Printed name: Lisa Thomaschek
Notary Public, State of Wisconsin
My commission expires 5/27/2023

EXHIBIT A

PARCEL NUMBER	DESCRIPTION
113/0707-043-0001-1	Scenic Valley Lot 1
113/0707-043-0012-1	Scenic Valley Lot 2
113/0707-043-0023-1	Scenic Valley Lot 3
113/0707-043-0034-1	Scenic Valley Lot 4
113/0707-043-0045-1	Scenic Valley Lot 5
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113/0707-044-2489-1	Scenic Valley Lot 49
113/0707-044-2500-1	Scenic Valley Lot 50

SCENIC VALLEY

AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR THE PLAT OF SCENIC
VALLEY, VILLAGE OF CROSS PLAINS, DANE
COUNTY, WISCONSIN

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5645156
10/06/2020 10:25 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 7

**The above recording information
verifies that this document has
been electronically recorded and
returned to the submitter.**

Drafted by and Return Address:

Steven A. Brezinski
Axley Brynelson, LLP
PO Box 1767
Madison, WI 53701-1767

See attached

Parcel Identification Number (PIN)

THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
is made by Horizon Investment Associates, LLC (*“Developer”*).

RECITALS:

A. Developer is the fee simple owner of lands legally described as Lots 1 through 97 inclusive, and Outlots 1 through 9, Plat of Scenic Valley (the *“Plat”*), recorded in the Office of the Register of Deeds, Dane County, on March 26, 2020 as Document No. 5572877, Volume 60-025A of Plats, Pages 130-134, all in the Village of Cross Plains, Dane County, Wisconsin; and

B. Developer subjected the development to Declaration of Covenants and Restrictions for the Plat of Scenic Valley recorded in the Office of the Dane County Register of Deeds as Document Number 5572881 on March 26, 2020. The Declaration affects the real estate described on Exhibit A attached hereto and incorporated herein all of which is within the Plat.

C. Article 2 provides that the Declaration may be amended with the consent of the Owners of at least seventy-five percent of the Lots subject to the Declaration.

D. As of the date this Amendment is executed Developer is the owner of all of the Lots subject to this Declaration.

AMENDMENT

NOW, THEREFORE, Developer declares that the Declaration is amended as follows:

1. Amending Paragraph Section 6.02(b). Paragraph Section 6.02(b) of the Declaration is deleted and replaced with the following:

(b) All residences shall have an attached garage of at least two stalls and not exceeding three stalls. Forward facing garages shall not make up more than 55% of the overall width of the street elevation of the forward facing side of any residence and shall be situated flush with or behind the front face of the rest of the residence, or a covered porch attached to the residence, with exceptions granted to allow a protruding garage of up to ten feet only if features such as a covered porch and landscaping are provided in a manner that helps to offset the appearance of the protruding garage. For three stall garages, one stall shall be set back at least 18 inches from the others and shall include a change in the roofline to help offset the width of the garage. Detached garages will not be permitted.

2. Amending Paragraph 6.04(a). Paragraph 6.04(a) of the Declaration is deleted and replaced with the following:

(a) The wetland buffer affecting Lots 36-44 as shown on the Plat of Scenic Valley shall be landscaped with natural vegetation to minimize mowing and insure protection of wetland.

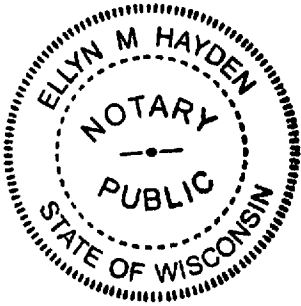
3. Defined Terms. Any capitalized term that is not defined in this Amendment shall have the meaning for that term set forth in the Declaration.

4. Recitals. The Recitals are incorporated into and made a part of this Declaration.

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EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned Developer declares that the Property be owned, held and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration, and has executed this instrument on Sept 30, 2020.



HORIZON INVESTMENT ASSOCIATES, LLC

By: Jamie Zajicek
Name: Jamie Zajicek
Title: President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

The foregoing instrument was acknowledged before me this 30 day of Sept, 2020 by Jamie Zajicek, President of Horizon Investment Associates, LLC, a Wisconsin limited liability company.

Ellyn M Hayden
Name: Ellyn M Hayden
Notary Public, State of Wisconsin
My commission expires 09/16/2024

EXHIBIT A

Parcel Identification Numbers:

PARCEL NUMBER	DESCRIPTION
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113/0707-044-2500-1	Scenic Valley Lot 50

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5572881
03/26/2020 01:12 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 19

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE
PLAT OF SCENIC VALLEY
VILLAGE OF CROSS PLAINS, DANE
COUNTY, WISCONSIN**

LICENSED TO DANE COUNTY AND NOT FOR RELICENSE, SUBLICENSE OR ANY OTHER PURPOSE

This Document was drafted by and
should be returned to:

Steven A. Brezinski
Axley Brynerson, LLP
2 East Mifflin Street, Suite 200
Post Office Box 1767
Madison, WI 53701-1767

113-0707-043-8004-1; 113-0707-043-9503-1

113-0707-044-8531-1; 113-0707-044-8551-1

Tax Parcel Identification Numbers

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
THE PLAT OF SCENIC VALLEY
VILLAGE OF CROSS PLAINS, DANE COUNTY, WISCONSIN**

This Declaration made the 6th day of January, 2020, by Horizon Investment Associates, LLC, (the "Developer").

RECITALS:

A. Developer now owns certain lands in the Village of Cross Plains, Dane County, Wisconsin (the "Village") which are legally described on Exhibit A attached hereto and made a part hereof (the "Development");

B. Developer has had a preliminary plat approved of the plat of Scenic Valley to create 97 residential lots and one non-residential lot (the "Lots"); and

C. Developer desires to subject the Development to the conditions, restrictions, covenants, and reservations set forth below, which shall encumber the Development and each Lot thereof, and except for any Lot conveyed to the Village of Cross Plains which shall not be subject to this Declaration, and shall bind the successors in interest, any owner thereof, and the owner of any interest therein.

**ARTICLE 1.
STATEMENT OF PURPOSE,
ADJOINING LAND USE
AND EXCLUSION OF CERTAIN PROPERTY**

The plat of Scenic Valley is being developed as a project that will be devoted to residential living sites. The Developer intends that the design and development of the areas subject to this Declaration shall be consistent with the highest standards of planning and development. It is the purpose of this Declaration to provide a means for maintaining and controlling such a development so that the design of the residential uses is compatible and preserves property values.

An adjacent property has permits for, and may be used as an active quarry site and such use will continue after the completion of the Development. Such use may include heavy equipment and heavy truck traffic along Rocky Bluff Court.

Notwithstanding anything to the contrary herein, lots conveyed to the Village of Cross Plains shall not be subject to this Declaration. Lot 45 shall be used for the construction and operation of min-warehouses and outdoor storage and not for residential or other purposes. Except for Section 6.09, the remainder of this Declaration shall not apply to Lot 45. Reference to the Lots shall include Lots 1 through 44 and 46 through 97.

**ARTICLE 2.
TERM AND AMENDMENT**

This Declaration runs with the land and shall be binding on the Owners of all such land and person claiming under them. No alteration, modification or withdrawal of this Declaration will be allowed except upon the affirmative vote for more than seventy five percent (75%) of the Owners of the Lots, with the Owners of each Lot having one vote. In the event any Village of Cross Plains Ordinance which applies to the Plat of Scenic Valley is more restrictive than this Declaration, the more restrictive ordinance shall apply.

**ARTICLE 3.
ENFORCEMENT**

3.01 General. To enforce this Declaration, the Design Review Committee created under Article 4 below ("Committee") and any person claiming by, through, or under said Committee and Lot Owners or any of them separately shall have the right to proceed at law or equity to compel compliance with the terms thereof; and/or to prevent the violation or breach of any of them; and/or for monetary damages. The decision of said Committee shall be final as the interpretation of this Declaration. The failure to promptly enforce this Declaration shall not bar enforcement. The invalidation of one or more of the reservations and restrictions in this Declaration by any court of competent jurisdiction shall not affect any other portion of this Declaration which shall remain in full force and effect. Should a Lot Owner, after reasonable notice, fail, neglect or refuse to comply with this Declaration, and the Committee or other Lot Owners, are required to seek judicial relief for the same, then said violating Lot Owner(s) shall be further responsible for costs and expense, including attorney's fees, incurred in the enforcement of this Declaration.

3.02 Waivers. Failure of the Committee, or any person to enforce any provision of these restrictions shall in no event be deemed a waiver of the right to enforce these restrictions thereafter. For good cause shown, the Committee may waive any of the restrictions imposed hereby if the Committee determines that such provision is unduly burdensome under the circumstances as it affects a particular Lot and that such waiver will not adversely affect any other Owners of Lots in the Plat.

3.03 Remedies. In any legal or equitable proceeding for the enforcement or to restrain the violation of this Declaration or any provision hereof, the losing party or parties shall pay the attorneys' of the prevailing party or parties in such amount as may be fixed by the court in any such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

**ARTICLE 4.
DESIGN REVIEW COMMITTEE**

4.01 Operation. No building shall be erected, placed or externally altered on any Lot until the site plan, landscape, and building construction plan have been submitted, reviewed and approved in writing by the Design Review Committee as described herein. The Committee may establish additional procedures for maintaining design review and monitoring compliance with this Declaration by all Lots within the plat subject to this Declaration.

4.02 **Composition.** Initially, the Committee shall be composed of the Developer so long as the Developer owns an interest in any Lot. The Developer may at any time, and shall, upon conveying its last interest in a Lot, turn over the authority to appoint and operate the Committee to the Association to be formed under Article 9. Vacancies on the Committee shall be filled through appointment by the remaining committee members so that the committee maintains a minimum of three (3) members at all times. The names and addresses of the members of the Committee shall be reported to the Village Clerk of the Village of Cross Plains. The committee shall promptly notify the Village Clerk of any changes in the composition of the Committee and of the names and addresses of any new members.

4.03 **Procedure for Submissions.** Two (2) complete copies of all required plans shall be submitted to the Committee in the care of Jamie Zajicek at 2809 Birchwood Pass, Cross Plains, WI 53528 or to such other addresses that may be designated by the Committee. In the event the Committee neither approves nor rejects proposed plans within thirty (30) days after the plans have been delivered to the Committee and a receipt of such plans given, such plans shall be deemed to have been approved.

4.04 **Form of Submittals.** In addition to any other information which the Committee may request, each Owner shall submit the following to the Committee in conjunction with any request for approval of any construction or improvements on any Lot:

(a) Two (2) sets of drawings and written specifications of the proposed structures showing, at a minimum, floor plans, including square footages, elevations of all views of the structure, exterior finishes, roofing type, driveway location, structure locations, description of exterior finish and colors, fence and wall details. The drawings shall show the floor elevation of the lowest floor and the lowest building opening in any building and such elevations shall conform to the requirements of these covenants and the master grading of the Developer.

(b) Two (2) sets of landscape and site plans for the Lot identifying proposed grades and landscaping, including a narrative description of how the Owner will comply with the landscaping requirements as described in Article 6, and with any additional covenants subsequently recorded by the Developer or the Owners. The landscape and site plans shall show the proposed grades on the Lot corners and shall show that these proposed grades conform to the master grading plan established by the Developer for the Lot.

4.05 **Committee Discretion.**

(a) The Committee shall have the right to reject any submittal which, in the opinion of the Committee, is not in conformity with the provisions and purposes of this Declaration. The Committee shall exercise its approval authority and discretion in good faith. Refusal of approval of submittals by the Committee may be based on any grounds, including purely aesthetic grounds, which the Committee in its sole good faith discretion deems sufficient.

(b) Neither the Committee, the Developer, nor any individual member of the Committee, shall be liable to an Owner for any decision, interpretation or action taken pursuant to this Declaration. Owners are solely responsible for compliance with applicable zoning ordinances,

including setback, height and other restrictions, and compliance with building codes and all other applicable rules and regulations. Approval of a submittal is not a guarantee that the submittal complies with building codes or zoning ordinances or that the design contained in such submittal can be constructed by Owner.

4.06 **Basis for Approval.** Approval or disapproval of plans shall be based among other things, on adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements on neighboring sites, the nature of improvements and the types of operations and uses thereon, relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites, proper facing of main elevation(s) with respect to nearby streets and, conformity of the plans and specifications to the design guidelines, purpose and general plan and intent of those restrictions. The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

ARTICLE 5. RESTRICTED USE

5.01 All Lots, except for Lot 45, shall be used for single family residential purposes only, including any home occupation for similar use permitted under the applicable Village of Cross Plains zoning ordinance. This restriction shall not prohibit use of any Lot for open space in conjunction with use of adjacent Lot(s) for residential purposes. Agricultural uses shall be prohibited, other than home gardening.

5.02 Mobile and manufactured homes are not permitted. The Committee may make exceptions for modular or open-panel construction homes that have prefabricated components if size, elevation, and building material requirements are met and, in the opinion of the Committee, the finished quality of the improvements will be comparable to a stick-built house constructed on the building site piece by piece and compatible with other homes within Lots.

ARTICLE 6. DESIGN STANDARDS

6.01 Minimum Sizes.

Residences constructed on Lots shall have a minimum square footage of finished living area (exclusive of porches, garages, decks, patios, and basement) as follows:

1. One-Story: 1,600 square feet;
2. Two-Story: 1,800 square feet;
3. Bi-Level: 1,600 square feet on the first floor;
4. Tri-Level: 1,600 square feet above grade.

The above minimum floor area requirements may be waived by the Committee in the event the proposed architecture and quality of the house is such as to present an attractive appearance compatible with other houses within the Property, in the judgment of the Committee.

6.02 Design Standards and Restrictions.

The following standards and restrictions shall govern the Lots:

- (a) No Lot shall be further subdivided.
- (b) All residences shall have an attached garage of at least two stalls and not exceeding three stalls. Forward facing garages shall not make up more than 50% of the overall width of the street elevation of any residence and shall be situated flush with or behind the front face of the rest of the residence, or a covered porch attached to the residence, with exceptions granted to allow a protruding garage of up to ten feet only if features such as a covered porch and landscaping are provided in a manner that helps to offset the appearance of the protruding garage. For three stall garages, one stall shall be set back at least 18 inches from the others and shall include a change in the roofline to help offset the width of the garage. Detached garages will not be permitted.
- (c) Driveways, approaches, and culverts shall be of concrete construction. Each Lot Owner is responsible for installing, maintaining and replacing a reinforced concrete pipe driveway culvert with end sections. This pipe shall be considered part of the driveway and not part of the Village stormwater management system. The Developer will provide a list of culvert sizes to the Village for each lot requiring a culvert. Culvert length and size shall be included in building permit application. Sidewalks through driveway crossings will be inspected for damage from construction traffic and shall be replaced as required by the Village.
- (d) Low-maintenance exteriors are encouraged, e.g., brick, vinyl, aluminum, stone or natural-finished, approved by the Committee. If vinyl siding is used, then it must be combined with masonry veneer on the street side elevations such that no less than twenty-five percent (25%) of the façade is masonry. The masonry elements shall not terminate at an exterior building corner but shall continue to an interior corner or wrapped with a minimum of two (2) feet or as determined by the Committee.
- (e) All roofing shall be of laminated architectural grade textured fiberglass, dimensional shingles, wood shakes, asphalt, or other roofing material determined to be acceptable by the Committee. Roof shall have a minimum 5-12 pitch and may not exceed 35 feet in height. Roof fascia and soffits should be appropriately trimmed and detailed with wood, composite-wood, fibrous cement, or aluminum. Unless dictated by the architectural style, fascia shall have a minimum 8" width and unless covered by gutter, all gable ends and eaves shall have an additional trim fascia over the minimum 8" fascia. Frieze boards and rake trim shall be included as appropriate to the architectural style. Soffits may be wood, aluminum, or other material consistent with the architectural style that is deemed acceptable by the Developer or Committee.
- (f) Desired color schemes shall be submitted to the Committee for approval. The Committee will generally discourage the use of solid reds and dark browns, but will consider other colors on an individual basis. The Committee will generally attempt to coordinate trim and siding colors to promote the most aesthetic combination for a particular house.

(g) No "earth shelter" residence or "berm" residence shall be constructed, erected, or placed on any Lot within the Plat.

(h) Discharge of drainage from rooftops should be controlled through gutters and downspouts. The openings of the downspouts should be located at least 6 feet from impervious surfaces to maximize natural infiltration of discharge. Design of other impervious surfaces (i.e. driveways and patios) should incorporate drainage to turf areas rather than direct drainage to the street. In order to reduce runoff and protect water quality, all downspouts and downspout extenders are to drain into a permeable area such as grass or planting bed within each respective Lot. Individual Lots within the Plat are required to infiltrate the first 1-inch of the runoff created within such Lot from its buildings, rooftops and impervious surfaces. The Owner shall deep till or chisel-plow all disturbed areas beyond the street and building footprints to promote infiltration of storm water, prior to the installation of landscaping, with the use of appropriate compost where necessary. During the construction of a dwelling unit on any Lot, the Owner shall cause all silt and debris in the street, whether public or private, to be cleaned up and removed on a daily basis at the end of each day to prevent runoff of silt and debris from the Lot into the storm water management system.

(i) No Owner shall grade or obstruct any swale or drainage way, whether or not in an easement, so as to impede the flow of surface water from other Lots through such swale or drainage way. The easement areas of each Lot, if any, and all related improvements located thereon, if any, shall be maintained by the Lot Owner, except for those easements and/or improvements for which a public authority or utility company is responsible.

(j) Certain Lots will be affected by the Village of Cross Plains hillside preservation and wetland preservation ordinances, which will limit development on and disturbance of affected areas of the affected Lots. Lot owners are responsible for complying with all Village of Cross Plains ordinances.

6.03 Landscaping – General Provisions.

(a) A suitable drainage pattern is particularly important and is required around all buildings.

(b) Landscaping should harmonize with all of Scenic Valley, but especially with adjoining Lots if those Lots have already been landscaped.

(c) Yards adjacent to the street must be well maintained, especially if unconventional landscaping is used. If unconventional landscaping is used, a permit for such landscaping shall be required per Village Ordinance Chapter 24.

(d) Fences should be inconspicuous as seen from the street. Shrubbery is recommended for screening fences and front foundations and may be required for that purpose.

(e) Landscaping shall be completed according to an approved landscaping plan within twelve (12) months of the completion of construction.

6.04 Plantings. The following provisions shall apply:

(a) The wetland buffer area affecting Lots 47-56 as shown on the Plat of Scenic Valley shall be landscaped with natural vegetation to minimize mowing and insure protection of wetland.

(b) The Village of Cross Plains may plant trees in the street terrace abutting lots within the Property. The owner shall be responsible for street tree assessments made or levied by the Village against such Owner's Lot after purchase of the Lot. Lot Owners are restricted from planting trees and shrubbery within the street terrace unless a special permit is issued by the Village.

(c) No trees, shrubs, fences, sheds, play equipment, or other landscaping shall be placed in any drainage easement nor shall the approved grade of any drainage easement be altered under any circumstances.

6.05 Landscaping – Approval.

The landscaping plan for each Lot shall include at least one evergreen tree and at least one deciduous tree and shall achieve a minimum of 600 landscaping points as determined by the following point schedule:

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (2"-3" caliper at least 18 inches)	125
Canopy Tree (2"-4" caliper at least 18 inches)	150
Canopy Tree (greater than 4" at 18 inches)	200
Canopy Tree or Small Tree (1" or 1 ½" caliper at 18", i.e. Crab, Hawthorn)	100
Evergreen Tree (4-6 feet in height)	100
Large Deciduous Shrub (3-yr. transplant, 36" min.)	20
Small Deciduous Shrub (3-yr. transplant, 18" min.)	10
Decorative Wall (per face foot)	5

6.06 Lawns. Front and side yards shall be sodded, including street terraces, except that the Committee may waive this restriction in its sole discretion. Yards may be seeded and not sodded if the Owner installs and uses an in-ground irrigation system installed by the professional installer approved by the Developer or the Committee and such system is used to water the lawn sufficiently; or in the event that the Owner uses a professionally installed and maintained above-ground irrigation system for a period of at least sixty (60) days duration, which system and installer is approved by the Committee. In the case of corner lots, both street terraces shall be sodded. All yard areas not sodded shall be seeded with fifty percent (50%) blue grass and seed mixture. All sodding and seeding shall be completed within sixty (60) days of completion of construction. If weather conditions delay completion of sodding or seeding, sodding or seeding shall be completed

as soon as weather permits. Sewer bills will not be adjusted due to charges for watering of lawns. An owner may request a separate meter if they anticipate watering to establish a new lawn.

6.07 Miscellaneous.

(a) No exterior towers or television antennas shall be erected. Satellite dishes are not permitted on front or side yards. They may be located on rear yards but must be completely screened.

(b) Each window of a dwelling on front elevations of a Lot (and street side elevations of a corner lot) shall either have shutters or four (4) inch or wider window wrap.

(c) Permanent clotheslines are not allowed.

(d) Swimming pools are permitted subject to Committee approval as to size, design, fencing, and such other matters as the Committee may, in its discretion, consider.

(e) No more than three (3) domestic pet animals shall be kept on any premises. Keeping of other animals, livestock or poultry shall be in strict compliance with Village Ordinances. Commercial animal boarding, breeding, kenneling or treatments is expressly prohibited whether for fee or not. Kennels and dog houses are only allowed to be constructed in the rear yard of the lot and attached to the principal structure. The appearance of the kennel or dog house shall match the appearance of the principal structure.

(f) Cluster mailboxes shall be provided on Lots 30 and 36 as shown on the Plat, and no Lot owner may install a separate mailbox outside of such designated location(s). The owners of Lots 30 and 36 shall be required to remove snow and ice to permit access to the mailbox area as set forth in a Declaration of Cluster Mailbox Easement which will be separately recorded. As further set forth in the Declaration of Cluster Mailbox Easement, the Association shall maintain the mailboxes.

6.08 Grading. The elevation of any Lot within the Lots shall not be changed so as to materially affect the surface elevation, grade or drainage patterns to the surrounding Lots. The grading of each Lot in the Subdivision by the Owner shall conform to the master grading plan established by the Developer, and no alteration of the finished grade from those shown on the master grading plan shall be allowed within five (5) feet of any property line. Approved as-built grades shall not be altered within six (6) feet of a lot line under any circumstances. Any Owner who violates this covenant shall be required to restore the surface elevation, grade or drainage patterns to the surrounding Lots at the Owner's sole expense. If an Owner violates the grading, site or landscaping plans submitted by the Owner to the Committee, the Committee or any affected Owner shall have a cause of action against the violating Owner for both damages and injunctive relief. Neither the Developer nor the Committee shall have any liability or responsibility in the event of any error, mistake, miscalculation, or misjudgment of any kind or nature on the part of the Owner, the Owner's builder, the Owner's architect, engineer or surveyor or any other person,

with respect to elevations or grading on any Lot, in any plans or submittals or in connection with the actual construction of any Lot.

6.09 Private Roadway. The owner of Lot 45 shall be responsible for maintaining and replacing the private roadway and storm sewer extending south of Rocky Bluff Court from its intersection with Ridge Trail Drive in a manner sufficient to permit free vehicular travel, including, without limitation, snow removal and resurfacing, at such owner's sole expense.

6.10 Damage to Farm Access Road. The Association as described in Article 9 below, or the Lot Owners, if the Association is no longer in existence, shall repair any damage to the farm access road on the east side of the Development caused by stormwater flowing from the Development. At no time shall the Village of Cross Plains be required to make any repairs to this Farm Access Road.

ARTICLE 7. GENERAL RESTRICTIONS

7.01 All construction of buildings and improvements shall be completed within one (1) year of commencement of any work.

7.02 No commercial or business sign of any kind shall be displayed to the public view on any Lot except for one professional sign of not more than six (6) square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders of licensed real estate brokers during the initial construction and sales periods and for the resale of any Lot or Dwelling. The Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Lots. A monument sign will be erected on Lot 5 as shown on the Plat, and Lot 5 shall be subject to an easement to erect and maintain the monument sign. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.

7.03 No refuse pile, fuel tank, or unsightly object shall be allowed to be placed or subject to remain on any Lot. Garbage cans, waste and waste receptacles must be concealed.

7.04 Outdoor storage of vehicles, boats, or any other personal property shall not be permitted. The parking of service vehicles owned or operated by the Lot Owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on public streets shall comply with all municipal requirements. No firewood or wood pile shall be kept outside a structure unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Committee. This provision shall not be construed to prohibit temporary parking of privately owned, operable and licensed vehicles in private driveways. No cars or other equipment may be parked on any yard at any time.

7.05 Each Owner shall be responsible for snow removal from the sidewalks adjoining such Owner's Lot, and for mowing the grass located within any public right-of-way adjacent to

such Owner's Lot, whether or not the Lot has direct vehicular access to the right-of-way. No Owner may install any equipment or structures, such as basketball poles, in any right-of-way.

7.06 Accessory buildings are not permitted, except for utility sheds. Utility sheds are permitted, however, the architectural design and material should be compatible with the residential dwelling. One utility shed is allowed per Lot. Total square footage should not exceed 144 square feet. No structures of shed will be allowed within five (5) feet of a Lot line.

7.07 No Lot shall be used in whole or in part as a public or private thoroughway for vehicular traffic nor shall any Lot owner grant an easement over their Lot for access to any other property. All motor vehicles, except those necessary for property maintenance, shall be driven only upon paved streets and driveways.

7.08 No building shall be moved onto any of the Lots subject hereto.

7.09 No noxious or offensive activities shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

7.10 No temporary structure or building, trailer, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

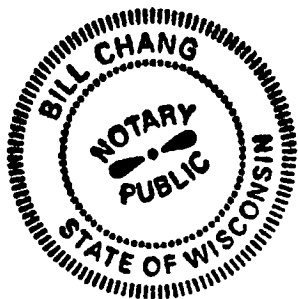
7.11 No Lot shall be allowed to appear in an unclean or untidy condition or one that will be obnoxious to the eye. Nor shall any substance, junk, animal, machine or device be kept on any Lot that will emit foul or obnoxious odors or that will cause a noise as defined in the Village Ordinance that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding property. In keeping with the concept, exterior lighting shall not be directed in such a manner as to create a nuisance to neighbors.

7.12 Lot owners may not lease the dwelling located on their Lot for a term shorter than six (6) months or use the dwelling as a tourist rooming house without consent of the Committee. Lot Owners must provide written notice to the Committee, identifying the tenant of each lease and a Lot Owner's intent to engage in the operation of a tourist rooming house. All leases for any dwelling on any Lot in the Plat shall be in writing and shall disclose that the tenants and all occupants of the dwelling are bound by and obligated to comply with this Declaration and the applicable provisions hereof. However, this Declaration and the applicable provisions hereof shall apply regardless of whether such a provision is set forth in the leases.

ARTICLE 8. MISCELLANEOUS

8.01 While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all of said Lots and related outlots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said Lots and related outlots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots and outlots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily

This instrument was acknowledged before me on January 6, 2020, 2020 by Jamie Zajicek as Managing Member of Horizon Investment Associates, LLC.



Bill Chang
Printed name: Bill Chang
Notary Public, State of Wisconsin
My commission expires 01/31/2023

LICENSED TO DANE COUNTY AND NOT FOR RELICENSE, SUBLICENSE OR ANY OTHER TRANSFER.

Exhibit A

Legal Description

Scenic Valley Plat

A part of the Northeast one-quarter of the Southwest one-quarter, a part of the Southeast one-quarter of the Southwest one-quarter and a part of the Northeast one-quarter of the Southeast one-quarter, all of Section 4, Township 7 North, Range 7 East, Village of Cross Plains, Dane County, Wisconsin, being more particularly described as follows:

COMMENCING at a found Berntsen aluminum monument at the West 1/4 Corner said Section 4; thence, along the East-West one-quarter line of said Section 4, South 89°07'48" East, 1552.04 feet to the Northeast corner of Certified Survey Map No. 13311 and the **POINT OF BEGINNING**, said point lying on the centerline of County Trunk Highway KP;

thence, continuing along said East-West one-quarter line, South 89°07'48" East, 1005.65 feet to the Northwest corner of Cedar Hill plat;

thence, along the Westerly line of said plat, South 00°52'12" West, 137.65 feet;

thence, continuing along the Westerly line of said plat, South 09°47'44" East, 1201.09 feet to the South line of said Northwest one-quarter of the Southeast one-quarter;

thence, along said South line, North 88°29'48" West, 1223.93 feet to the East line of said Southwest one-quarter;

thence, along said East line, South 00°41'25" West, 923.83 feet;

thence North 76°29'42" West, 769.19 feet;

thence North 04°53'37" East, 110.00 feet;

thence North 17°47'24" West, 35.60 feet;

thence North 38°00'00" West, 68.00 feet;

thence North 02°52'43" East, 198.92 feet;

thence North 02°28'56" East, 286.05 feet;

thence North 02°44'29" East, 367.93 feet;

thence North 23°31'55" West, 39.19 feet;

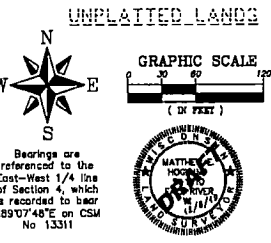
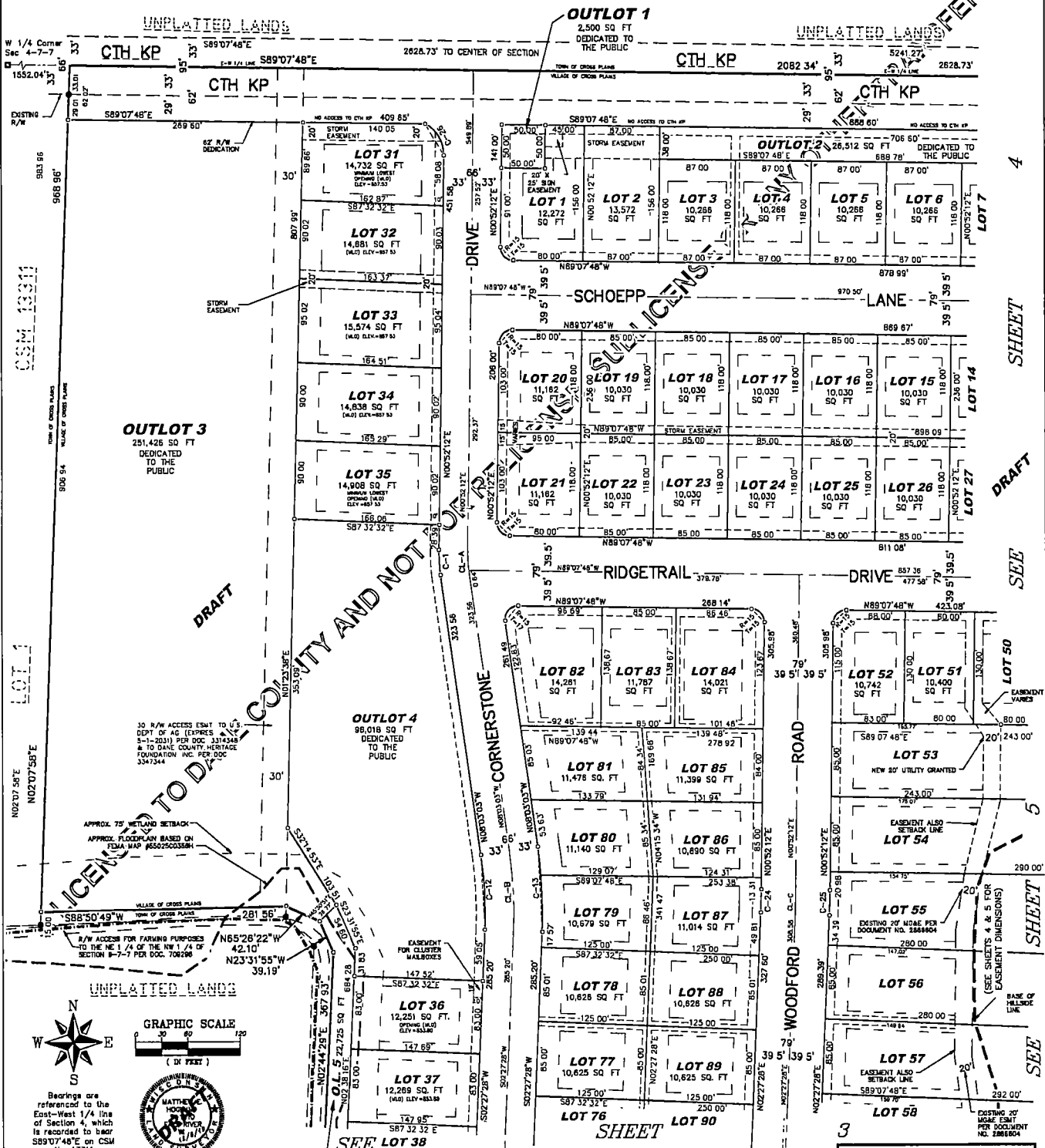
thence North 65°26'22" West, 42.10 feet;

thence South 88°50'49" West, 281.56 feet to the East line of Lot 1 of aforesaid Certified Survey Map No. 13311;

thence, along said East line of Lot 1 and its Northerly extension, North 02°07'58" East, 968.96 feet to the **POINT OF BEGINNING** and being subject to any and all easements or agreements, if any, of record and/or fact.

Scenic Valley

A part of the NE 1/4 of the SW 1/4, SE 1/4 of the SW 1/4, and NW 1/4 of the SE 1/4, all of Section 4, T.7N., R.7E., Village of Cross Plains, Dane County, Wisconsin



- LEGEND**
- Found Brass Co. Aluminum Monument
 - 3/4" Rubber Found
 - 1" Iron Pipe Found (unless noted)
 - 1/4" or 2" Iron Rubber Set
 - Weighting 4.503 lbs./ft.
 - 24" Iron Rubber Weighing 150 lbs./ft.
 - 24" Iron Rubber Weighing 150 lbs./ft.
 - Boundary Lines per this Survey
 - Dead/Survey Line of Record
 - Existing R/W Line
 - Sectional Subdivision Line
 - Building Setback Line
 - Existing Easement Line
 - Utility Easement (See Note 7)
 - Wetland Line
 - Approx. 100-Year Floodplain Line
 - Lot or R/W Line
 - Centerline

SEE SHEET 1 FOR NOTES
SEE SHEET 3 FOR EXISTING EASEMENT NOTES

CURVE	RADIUS	DELTA	LENGTH	CHORD	TANGENT BEARINGS
C-1	183.00'	08°55'15"	28.46'	S03°35'25"E - 28.46'	S00°52'12"W - 608°20'03"E
C-12	487.00'	10°30'31"	85.85'	S02°47'47"E - 85.85'	S08°03'03"E - S02°27'28"W
C-13	533.00'	10°30'31"	97.76'	S02°47'47"E - 97.62'	S08°03'03"E - S02°27'28"W
LOT 78	07°02'22"	65.46'	N01°03'34"W - 32.27'	N06°18'55"W - 65.44'	
LOT 80	03°28'09"	32.27'	N06°18'55"W - 65.44'		
CL A	150.00'	08°55'15"	23.36'	S03°35'25"E - 23.33'	
CL B	500.00'	10°30'31"	91.70'	S02°47'47"E - 91.58'	
CL C	1000.00'	01°35'16"	27.88'	S01°39'50"W - 27.88'	
C-24	567.00'	01°35'16"	28.89'	N01°39'50"E - 28.89'	
C-25	1045.00'	01°35'16"	28.89'	N01°39'50"E - 28.89'	
C-26	41.00'	62°17'07"	44.57'	N01°02'11"W - 42.41'	N61°24'55"W - N00°52'12"E

There are no objections to this plat with respect to Secs. 215, 216, 116, 216, 20 and 216 21(1) and (2) Wis Stats as provided by a 216 12 Wis Stats

Certified _____, 20____

Department of Administration

FINAL PLAT
SCENIC VALLEY
PROJECT NO. 22-08-16
QUAM ENGINEERING, LLC
www.quamengineering.com
4604 Regan Road Suite A - Waunakee, Wisconsin 53188
Phone (608) 838-7750; Fax (608) 838-7728

Scenic Valley

A part of the NE 1/4 of the SW 1/4, SE 1/4 of the SW 1/4, and NW 1/4 of the SE 1/4, all of Section 4, T.7N., R.7E., Village of Cross Plains, Dane County, Wisconsin

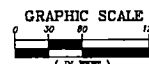
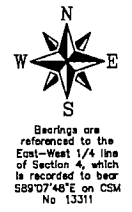
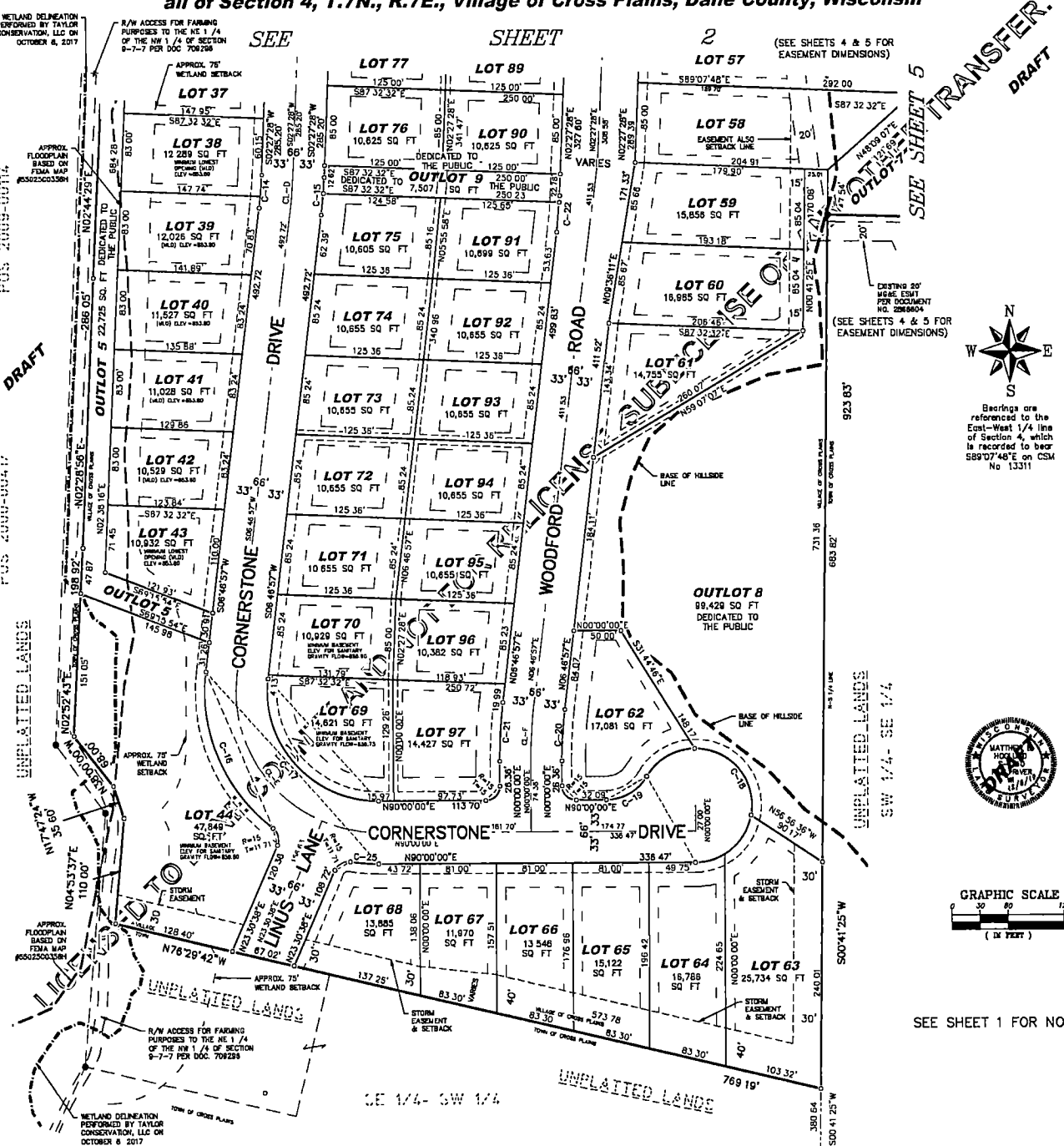
WETLAND DELINEATION PERFORMED BY TAYLOR CONSERVATION, LLC ON OCTOBER 8, 2017

P.O.S. 2009-00114

P.O.S. 2009-00417

UNPLATTED LANDS

UNPLATTED LANDS



SEE SHEET 1 FOR NOTES

CURVE	RADIUS	DELTA	LENGTH	CHORD	TANGENT BEARINGS
C-14	467.00'	04°19'29"	35.25'	804°37'13"W - 35.24'	S02°27'28"W S08°46'57"W
C-18	163.00'	02°48'16"	22.89'	S03°51'38"W - 22.89'	S02°27'28"W S08°46'57"W
C-15	533.00'	04°19'29"	40.23'	S04°37'13"W - 40.22'	S02°27'28"W S08°46'57"W
C-16	80.00'	02°27'19"	22.84'	N03°33'18"E - 22.84'	S08°46'57"W S22°27'39"E
C-17	117.00'	06°46'57"	19.63'	S41°36'31"E - 17.96'	S08°46'57"W N90°00'00"E
C-18	80.00'	23°23'48"	25.70'	S29°41'54"E - 104.24'	S08°46'57"W S22°27'39"E
C-19	50.00'	58°23'48"	51.83'	N80°18'08"E - 49.54'	N90°00'00"E N30°36'12"E
C-20	467.00'	06°46'57"	55.28'	N03°23'28"E - 55.25'	N90°00'00"E N08°46'57"E
C-21	533.00'	06°46'57"	63.10'	N03°23'28"E - 63.06'	N90°00'00"E N08°46'57"E
C-22	514.00'	04°19'29"	38.80'	N04°37'13"E - 38.79'	N08°46'57"E N02°27'28"E
C-23	183.00'	03°51'04"	31.56'	S02°01'25"W - 31.55'	N90°00'00"E
C-24	500.00'	09°28'51"	30.28'	S85°15'34"E - 30.25'	N80°31'09"W N90°00'00"E
C-25	183.00'	09°28'51"	37.74'	S04°37'13"W - 37.73'	N90°00'00"E
C-26	150.00'	06°46'57"	253.38'	S41°36'31"E - 224.31'	N90°00'00"E
C-27	500.00'	06°46'57"	58.19'	N03°23'28"E - 58.15'	N90°00'00"E

- LEGEND**
- Found Dane Co. Aluminum Monument
 - 3/4" Rubber Found
 - 1" Iron Pipe Found (unless noted)
 - 1-1/4" by 24" Iron Rubber Set Weights 4.303 lbs./ft.
 - All other Lot and Outlot Corners are Set 3/4" by 24" Iron Rubber Weights 1.50 lbs./ft.
 - Boundary Lines per this Survey
 - Deed/Survey Line of Record
 - Existing R/W Lines
 - Sectional Subdivision Line
 - Building Setback Line
 - Existing Easement Line
 - Utility Easement (See Note 7)
 - Wetland Line
 - Approx. 100-Year Floodplain Line
 - Lot or R/W Line
 - Certainity

EXISTING EASEMENT NOTES.

- The existing "R/W Access for farming purposes" shown hereon per Doc. No. 709298 was granted in 1945 and its location and width is not defined of record. Location shown is the traveled way of the existing farm drive and coincides with the location shown on both the 1937 and 1976 historical aerial photos within the plat boundary.
- By agreement with the easement holders the existing 30-foot wide driveway easements per Doc. Nos. 2922658 3643501 and 3643500 within the Scenic Valley plat boundary are being discontinued and access will be granted over the non-exclusive private easement street over Lot 45 shown as Rocky Bluff Court and to the non-exclusive 30-foot wide ingress/egress easement over Lot 45 of the plat as shown on Sheet 4 and 5 hereof, by separate instrument. Due to this fact the existing easements that are being discontinued within the plat boundary are not shown hereon.
- The existing utility facilities within the existing 20-foot Madison Gas and Electric utility easement per Doc. No. 2866604 will remain in place over Outlot 8 and Lots 55 through 59. Relocated utilities will be placed in the new easement over Lots 53 and 54 and in the new utility easements granted per the plat over Lots 50 and 51 to Ridgedale Drive.

There are no objections to this plat with respect to Secs 216.15, 216.16, 216.20 and 216.21(1) and (2) Wis Stats as provided by a 236.12 Wis Stats

Certified _____ 20 _____

Department of Administration

FINAL PLAT
SCENIC VALLEY
 PROJECT NO. 02-06-18
QUAM ENGINEERING, LLC
 6804 Sigourney Road, Suite A - Mt. Pleasant, Wisconsin 53558
 Phone (608) 838-7732; Fax (608) 838-7732
 www.quamengineering.com



IMPACT FEE DECLARATION

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5761304

08/16/2021 03:44 PM

Trans Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 3

RE: Lots 1 through 44 and 46 through 97 of the Plat of Scenic Valley in the Village of Cross Plains, Dane County, Wisconsin, recorded with the Dane County Register of Deeds on the 26th day of March, 2020, in Volume 61-025A of Plats on pages 130-134, as Document No. 5572877 (hereinafter referred to as "the Property").

This Declaration made by Horizon Investment Associates, LLC (hereinafter referred to as "Horizon") and the Village of Cross Plains, a Wisconsin Municipal Corporation (hereinafter referred to as "Village").

Drafted by and Return To:

Paul A. Johnson
Boardman & Clark LLP
PO Box 256
Lodi, WI 53555

see attached exhibit A
Parcel Identification Number(s)

WHEREAS, Horizon and Village are parties to a Development Agreement in which Horizon is developing the Property under certain terms and conditions; and

WHEREAS, as part of the development of the Property, the Village is imposing by ordinance a specific amount to be paid by each Lot for future playground improvement costs; and

WHEREAS, pursuant to the Village Ordinance, a mechanism is created for Village to collect these fees.

NOW, THEREFORE, Horizon and Village declare as follows:

Initial purchasers of lots are put on notice that pursuant to Village Ordinance 83.12(b)(3) and the Village Parks and Open Space Master Plan the purchaser of a

lot shall pay the sum of \$1,561.93 per household created to the Village at the time of requesting a building permit upon any Lot.

VILLAGE OF CROSS PLAINS

HORIZON INVESTMENT ASSOCIATES, LLC.

Date: 8/2/21

Date: 7/27/21

By: Jay Lengfeld
Jay Lengfeld,
Village President

By: Jamie Zwick
Authorized Representative

Date: 8/2/2021

Attest: Bobbi Zauner
Bobbi Zauner, Clerk

AUTHENTICATION

Signatures of Jay Lengfeld, Bobbi Zauner and Jamie Zwick in their capacities indicated, authenticated on this 2 day of August, ~~2021~~ 2021

Paul A. Johnson

Paul A. Johnson

SBN: 1021492

TITLE: MEMBER, STATE BAR OF WISCONSIN

(If not, _____,

authorized by Wis. Stat. §706.06)

This Instrument was drafted by:

Village Atty. Paul A. Johnson

P. O. Box 256

Lodi WI 53555

\\msnfs2\share\DOCS\WD\53698\129\A3978185.DOCX

EXHIBIT A

0707-043-0001-1	0707-043-0352-1	0707-043-6081-1
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		0707-044-2467-1
		0707-044-2478-1
		0707-044-2489-1
		0707-044-2500-1

LICENSED TO PREFERRED TITLE LLC AND NOT FOR SUBLICENSE, RELICENSE OR ANY OTHER TRANSFER

DECLARATION OF CLUSTER MAILBOX EASEMENT



KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5572878
03/26/2020 01:12 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 8

Reserved for Recording

Drafted by and return to:

Attorney Edward J. Lawton
Axley Brynson, LLP
2 E. Mifflin St., Suite 200
Madison, WI 53703

See Exhibit A

Parcel Identification Number

THIS DECLARATION OF CLUSTER MAILBOX EASEMENT is made this 6th day of January, 2020 (this "Declaration") by Horizon Investment Associates, LLC ("Declarant") and Scenic Valley Homeowners Association, Inc. (the "Association").

RECITALS:

A. Declarant has caused the Plat of Scenic Valley to be recorded in the office of the register of Deeds for Dane County, Wisconsin on the 26th day of March, 2020 in Volume ~~*~~ of Plats on pages 130-134, as Document No. 5572877, which affects the lands located in the Village of Cross Plains, Wisconsin described on Exhibit A attached hereto and incorporated herein (the "Plat").

* 61-025A

B. The Plat contains areas within Lot 30 and Lot 36 of the Plat which are each identified in the Plat with the notation "Easement for Cluster Mailboxes" (each of these areas is an "Easement Area" and collectively they are the "Easement Areas").

C. Declarant and Association wish to allocate certain responsibilities relating to mailboxes to the Association as further addressed herein.

NOW, THEREFORE, the Declarant and the Association hereby agree and declare as follows:

1. Definitions. When used herein, the following terms shall have the following meanings:

a. "Burdened Lots" means Lot 30 and Lot 36 of the Plat.

b. "Owner" means any owner of one or more of the Lots 1-97 of the Plat. The term Owner also refers to any owner of a Lot which has more than one owner.

c. "Lot" means any of Lots 1-97 of the Plat.

2. Grant of Easement.

a. Declarant hereby grants and declares, to the extent described herein, for the benefit of Lots 1-97 of the Plat, a perpetual and non-exclusive easement for (i) the installation and continued presence of one or more cluster mailboxes in each Easement Area, (ii) a right of way over and upon the Easement Areas for access to the cluster mailboxes installed therein for collection and deposit of mail and packages, and (iii) for access and use of the Easement Areas for the other purposes provided herein, which easements shall be appurtenant to and for the benefit of Lots 1-97 of the Plat and may be used by the Owners, and any heirs, successors, assigns, licensees and/or guests of any Owner.

b. Notwithstanding anything herein to the contrary, Declarant reserves the right and easement, but not the obligation, for itself and its agents and contractors for so long as Declarant owns any Lot in the Plat to enter upon any Easement Area and install, repair, maintain, restore, and replace one or more cluster mailboxes in the Easement Areas in Grantor's sole and absolute discretion and each other Owner agrees not to interfere with the exercise of such rights.

3. Use By Owners of Burdened Lots. The owner of a Burdened Lot may continue to use the Easement Area on such Burdened Lot in any way that will not prevent the use of the Easement Area by any Owner for the purposes described herein. The Owners of the Burdened Lots shall not erect any structures on the Easement Area, nor shall they plant or install any large trees, large bushes, large foliage, or any other obstructions which would prevent the use of or access to the Easement Area or any cluster mailbox located within the Easement Area by the Owners.

4. Maintenance and Repair.

a. The Owner of a Burdened Lot shall (i) keep the Easement Area on such Burdened Lot reasonably free and clear of ice and snow, (ii) shall cut the grass on any lawn within the Easement Area on such Burdened Lot as necessary from time to time, (iii) shall clear a pedestrian path through any ice and snow accumulation on the Easement Area as soon as reasonably possible after any such accumulation occurs so that there is pedestrian access to the mailbox(es) in the Easement Area from the public right of way which adjoins the Easement Area, and (iv) keep the Easement Area reasonably clear from accumulation of trash, refuse and garbage on the Easement Area.

b. The Association shall maintain, repair, replace, and restore as necessary from time to time all cluster mailboxes which are installed in any Easement Area from time to time. An easement is hereby granted and declared in, to, and over each Easement

Area for the benefit of the Association and its agents and contractors for the purposes of access to the Easement Area and to perform maintenance, repair, replacement, installation, and restoration of cluster mailbox facilities in the Easement Areas. The Association shall conduct all such work in any Easement Area in a good and workmanlike manner and will repair all damage to the Easement Areas arising from the use by the Association or any of its agents or contractors of any of the Association's easement rights under this Declaration or the performance of its duties under this Declaration.

c. Any Owner who shall, through its negligence or willful action, cause any damage to any Easement Area or any cluster mailbox in any Easement Area ("Damage Owner"), shall pay the cost incurred to provide the repairs, maintenance, and replacement necessitated by the negligence or willful action of that Owner. This paragraph is enforceable by the Association and, as to any damage to an Easement Area itself, the Owner of the corresponding Burdened Lot.

d. Except for the Declarant, Association, and the owner of the applicable Burdened Lot, each Owner shall not and shall cause its agents, tenants, guests, invitees, and contractors not to alter or modify any Easement Area. In addition, but subject to the other rights as set forth in this Declaration of Declarant, Association, and the Owner of the applicable Burdened Lot, each Owner shall not, and shall cause its agents, tenants, contractors, guests, invitees and contractors not to, cause any damage or destruction to any Easement Area or any improvements in any Easement Area.

5. Act Expeditiously. When utilizing the Easement Areas the Owners and Association shall do so as expeditiously as is reasonably possible under the circumstances and in such manner as will cause the least possible disturbance as is reasonably possible to the other Owners.

6. Grant and Reservation. Declarant hereby reserves the right to grant rights of access over the Easement Area to any entity required by the United States Postal Service or any successor organization.

7. Duration. The covenants, agreements and restrictions set forth herein shall be effective as of the date hereof and shall continue in full force and effect until written agreement of all of the Owners of the Lots terminating this Declaration is recorded in the office of the Register of Deeds for Dane County, Wisconsin.

8. Modifications. All modifications to this Declaration shall be in writing and signed by the Owners of each Lot. However, in the event that Declarant desires that minor modifications be made to this Declaration, or to the rights created hereunder, which shall not substantially interfere with any of the rights or obligations created hereunder, then each such minor modification will become effective and binding upon all the Owners and the Lots upon the recording by Declarant, in the office of the Register of Deeds for Dane County, Wisconsin, an amendment stating such minor modification. For so long as Declarant owns at least 70% of the Lots, the Declarant may amend this Declaration in its sole and absolute discretion by recording

an amendment in the office of the Register of Deeds for Dane County, Wisconsin with respect to this Declaration.

9. Miscellaneous.

a. The covenants, agreements and restrictions contained herein shall be covenants running with the land and shall be binding upon and inure to the benefit of the Owners thereof, and their respective heirs, successors and assigns.

b. If any Lot is owned by more than one person, then all of said persons must unanimously agree on the exercise of any right provided hereunder as to such Lot for the exercise of any such right to be effective.

c. All communications sent pursuant to this Declaration shall be sent in writing and sent by certified mail to the last known address of the recipient.

d. In the event of any litigation brought concerning the terms of this Declaration the prevailing party(ies) in such litigation shall be entitled to payment from the non-prevailing party(ies) of the reasonable attorney fees incurred by the prevailing party(ies).

e. The recitals are incorporated herein by this reference.

10. No Merger. The easement rights created herein shall not merge with the fee ownership interest of any Lot.

(Signature pages follow)

EXHIBIT A

Legal Description

Parcel Identification Numbers:

- 113-0707-043-8004-1
- 113-0707-043-9503-1
- 113-0707-044-8531-1
- 113-0707-044-8551-1

A part of the Northeast one-quarter of the Southwest one-quarter, a part of the Southeast one-quarter of the Southwest one-quarter and a part of the Northeast one-quarter of the Southeast one-quarter, all of Section 4, Township 7 North, Range 7 East, Village of Cross Plains, Dane County, Wisconsin, being more particularly described as follows:

COMMENCING at a found Berntsen aluminum monument at the West 1/4 Corner said Section 4; thence, along the East-West one-quarter line of said Section 4, South 89°07'48" East, 1552.04 feet to the Northeast corner of Certified Survey Map No. 13311 and the **POINT OF BEGINNING**, said point lying on the centerline of County Trunk Highway KP;

thence, continuing along said East-West one-quarter line, South 89°07'48" East, 1005.65 feet to the Northwest corner of Cedar Hill plat;

thence, along the Westerly line of said plat, South 00°52'12" West, 137.65 feet;

thence, continuing along the Westerly line of said plat, South 09°47'44" East, 1201.09 feet to the South line of said Northwest one-quarter of the Southeast one-quarter;

thence, along said South line, North 88°29'48" West, 1223.93 feet to the East line of said Southwest one-quarter;

thence, along said East line, South 00°41'25" West, 923.83 feet;

thence North 76°29'42" West, 769.19 feet;

thence North 04°53'37" East, 110.00 feet;

thence North 17°47'24" West, 35.60 feet;

thence North 38°00'00" West, 68.00 feet;

thence North 02°52'43" East, 198.92 feet;

thence North 02°28'56" East, 286.05 feet;

thence North 02°44'29" East, 367.93 feet;

thence North 23°31'55" West, 39.19 feet;

thence North 65°26'22" West, 42.10 feet;

thence South 88°50'49" West, 281.56 feet to the East line of Lot 1 of aforesaid Certified Survey Map No. 13311;

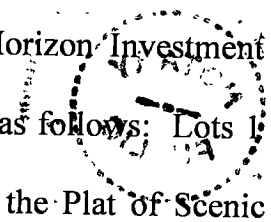
thence, along said East line of Lot 1 and its Northerly extension, North 02°07'58" East, 968.96 feet to the **POINT OF BEGINNING** and being subject to any and all easements or agreements, if any, of record and/or fact.

**MEMORANDUM OF
DEVELOPMENT AGREEMENT**

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5580142
04/21/2020 01:45 PM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 3

PLEASE TAKE NOTICE that the Village of Cross Plains, Dane County, Wisconsin, entered into a Development Agreement on January 6, 2020, with Horizon Investment Associates, LLC. Said Agreement is entered into with respect to the development of real estate owned by Horizon Investment Associates, LLC described as follows: Lots 1 - 97 and Outlots 1 - 9 of the Plat of Scenic



Drafted by and Return To:
Paul A. Johnson
Boardman & Clark LLP
PO Box 256
Lodi, WI 53555


SEE ATTACHED EXHIBIT A
Parcel Identification Number(s)

Valley in the Village of Cross Plains, Dane County, Wisconsin, recorded with the Dane County Register of Deeds on the 26th day of March, 2020, in Volume 61-025A of Plats, on pages 130-134, as Document No. 5572877.

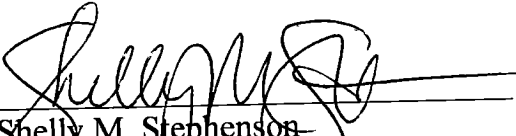
This Memorandum is recorded on behalf of the Village of Cross Plains, Dane County, Wisconsin, in order to give notice of record that the Village has certain rights and remedies regarding the above-referenced real estate. This Memorandum is subject to all terms, covenants and conditions of the Development Agreement dated January 6, 2020.

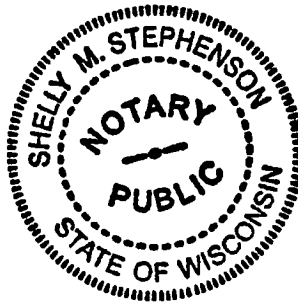
VILLAGE OF CROSS PLAINS, WISCONSIN

Dated this 16th day of April, 2020.

By: 
Paul A. Johnson, Village Attorney

Subscribed and sworn to before me
this 16th day of April, 2020.

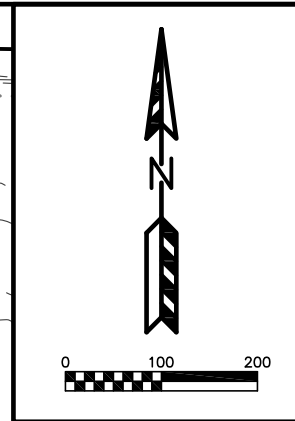

Shelly M. Stephenson
Notary Public, State of Wisconsin
My Commission Expires: 4/24/2020



This instrument drafted by:
Attorney Paul A. Johnson
Boardman & Clark LLP
Post Office Box 256
Lodi, WI 53555
608-592-3877 (p)
608-592-5844 (f)
pjohnson@boardmanclark.com
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EXHIBIT A

0707-043-0001-1	0707-043-0352-1	0707-043-6081-1
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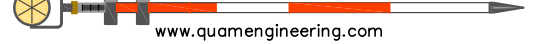
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WETLAND DELINEATION PERFORMED BY TAYLOR CONSERVATION, LLC ON OCTOBER 8, 2017

SCENIC VALLEY - RESIDENTIAL DEVELOPMENT
OVERALL GRADING EXHIBIT

DATED: JANUARY 20, 2020

QUAM ENGINEERING, LLC
Residential and Commercial Site Design Consultants



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