

**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR LOTS 2 AND 3, CERTIFIED
SURVEY MAP NO. 16272, AND LOTS 1, 2 AND
3, CERTIFIED SURVEY MAP NO. 16369,
VILLAGE OF WINDSOR, DANE COUNTY,
WISCONSIN.**

Windsor Quarry, LLC, a Wisconsin limited liability company ("Developer"), owner and developer of Lots 2 and 3, Certified Survey Map No. 16272, and Lots 1, 2 and 3, Certified Survey Map No. 16369, Village of Windsor, Dane County, Wisconsin ("the Property"), hereby declares that all of the Property is subject to the following restrictions, covenants, conditions and easements, and that all of such lots within the Property are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein.

ARTICLE 1

Definitions

For purposes of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

1.1. "Developer" shall refer to Windsor Quarry, LLC, a Wisconsin limited liability company, and their representatives, successors and assigns.

1.2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a lot within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.3. "Property" shall mean and refer to Lots 2 and 3, Certified Survey Map No. 16272, and Lots 1, 2 and 3, Certified Survey Map No. 16369, Village of Windsor, Dane County, Wisconsin.

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5934565
11/16/2023 10:31 AM
Trans Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 13

Return to:
Michael J. Lawton
P.O. Box 927
Madison, WI 53701-0927

091013440011
091013420221
091003420331
091013440121
091013440231
Parcel Identification Numbers

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ARTICLE 2

Property Subject to this Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Village of Windsor, Dane County, Wisconsin, and shall be known as Lots 2 and 3, Certified Survey Map No. 16272, and Lots 1, 2 and 3, Certified Survey Map No. 16369, Village of Windsor, Dane County, Wisconsin.

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1. For all buildings and structures to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings or structures must be submitted to the Developer in the first instance, or if the Developer is no longer an owner of any lot within the Property, then to William M. Paulson and Susan K. Paulson in the second instance if either of them owns any lot within the Property, and if neither William M. Paulson nor Susan K. Paulson own any lot within the Property, then to the Architectural Control Committee, for written approval as to appearance, the quality of workmanship and materials, harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, prior to commencement of any construction on any lot.

Building Location. All buildings or structures on Lots 2 and 3, Certified Survey Map No. 16272, Village of Windsor, Dane County, Wisconsin, shall be constructed, erected, located and placed within the Building Envelope designated for each such Lot on Exhibit A attached hereto and made a part hereof, unless this restriction is waived or modified by the Developer if the Developer is an owner of a lot within the Property, or by William M. Paulson and Susan K. Paulson, in their sole judgment and discretion.

Roof Requirements. The roof pitch must be a minimum of 6/12 for gable roofs and 5/12 for hip roofs. 30-year architectural dimensional shingles are required. Standard 3-in-1 shingles are not permitted.

Façade Requirements. Vinyl and aluminum siding is restricted to the rear and side elevations and up to 70% of the front elevation of the residence

(garage openings shall be excluded from this calculation). Materials that may be used on the front elevation of the residence in the portion of such elevation that is not vinyl or aluminum siding shall include, but not be limited to, the following: brick, stone, stucco, EFIS, glass, natural wood, wood siding, or any other materials that have the same effect or appearance. Front or forward-facing projections (such as a garage or gable) shall be properly transitioned from natural materials to vinyl to avoid a veneer appearance of the front of the residence. Brick, stucco, stone or other materials shall be required to terminate at an interior corner of the front façade, or other significant architectural transition, where a change in materials is logical and aesthetically appropriate.

Definition of "Structure." For purposes of this Declaration, the term "structure" shall include play structures, fences, patios, decks and swimming pools.

3.2. After the Developer and its representatives, successors and assigns, ceases to have any title to any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans, and all other matters to be submitted to the Developer under these Covenants, Conditions, Restrictions and Easements, must be submitted to William M. Paulson and Susan K. Paulson for approval until such time as they cease to have any title to any lot subject to this Declaration, and at such time must then be submitted to the Architectural Control Committee ("Committee") for approval. Approvals shall be in writing and shall be approved by a majority of the members of the Committee. The Committee shall consist of three (3) members elected by a majority of the owners of the lots within the Property with each lot having one vote.

3.3. No alteration in the exterior appearance of existing buildings or structures, including but not limited to, exterior remodeling and the construction of play structures, fences, patios, decks, and swimming pools, shall be made without the prior written approval of the Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable.

3.4. The existing vegetation of each lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer, William M. Paulson and Susan K. Paulson or

the Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.5. The lowest basement openings for any building on the Property shall in all cases be a minimum of two (2) feet above the lowest point in the road profile abutting each such Lot. The elevation of a lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding lots. A copy of all site, grading and landscaping plans shall be kept by the Developer, William M. Paulson or Susan K. Paulson or the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give either the Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable, or any adjacent lot owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any lot within the Property without the approval of the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable.

3.6. All lots within the Property shall be used only for single-family residential purposes, except that Developer or William M. Paulson and Susan K. Paulson may continue to use lands owned by Developer for present agricultural purposes and uses.

For the avoidance of doubt, and unless preempted or prohibited by valid state or federal law, (a) the rental of dwellings, bedrooms or other housing to transient persons on an hourly, daily or weekly basis within any Lot, including, but not limited to, the operation of tourist rooming houses or boarding facilities, e.g. but not limited to, rental through Airbnb-type internet sites, or (b) the rental of swimming pools, decks or patios within a Lot on an hourly, daily, weekly, seasonal or other basis to persons who are not residents on the Lot, shall not be considered "single-family residential purposes" under this section and shall be deemed prohibited, unless the person renting or boarding is a member of the family of the owner of or tenant on the Lot.

The following minimum floor area requirements shall apply to all single-family residential buildings erected on any lots subject to this Declaration:

- (a) No single-story building shall have less than 1500 square feet.
- (b) No two-story building shall have less than 1800 square feet.

- (c) No raised ranch, bi-level, or tri-level building shall have less than 1500 square feet on the main two floors.

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum requirements may be waived by the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the house is such as to present an appearance compatible with other houses within the Property.

3.7. All single-family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than four (4) garage stalls for automobiles or other vehicles and must be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. Except for side loading garages which shall not be limited by this sentence, the width of the garage facing a public street shall be limited to no more than 50% of the overall width of the front façade, unless one or more garage stalls is recessed behind the front façade by at least 4 feet.

3.8. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, unless approved by the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable, in their discretion.

3.9. All driveways must be concrete, except where otherwise required by the Village of Windsor. No more than three (3) domestic animals may be kept on any lot subject to this Declaration. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No dog which is a pit bull, Rottweiler, chow or Doberman, in whole or in part, shall be maintained or reside on any lot within the Property, without the written consent of the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable, in their sole discretion.

All mailboxes shall be installed on one side of the public street in the plat, as specified by the Developer, or William M. Paulson and Susan K. Paulson, whichever is then applicable, provided however, that in the event

that the U.S. Postal Service shall require that mailboxes be located in cluster mailboxes within the Property, then the mailboxes shall be located in a cluster mailbox arrangement in a location designated by the Developer or William M. Paulson and Susan K. Paulson, whichever is then applicable. The owners of the lots within the Property shall share equally in the cost of maintenance and repair of any cluster mailbox in the event that a cluster mailbox is required by the U.S. Postal Service.

3.10. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property except where approved in writing in advance by the Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable.

3.11. Where public sidewalks exist, it is the responsibility of the abutting lot owner to maintain same in a safe and passable condition, reasonably free from snow, ice or obstruction.

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

3.13. Parking of commercial or service vehicles owned or operated by residents within the Property is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Property of any size, by the residents or owners of any one lot in the Property, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the lot at which parked, for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns, yards or ditch areas at any time.

3.14. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop and be kept free from noxious weeds. The Owner shall keep each lot, and all improvements, in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This

paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by residence, garage and driveway.

3.15. On any lot conveyed by land contract or deed from the Developer, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Developer shall have the option, exercisable by written notice to the lot owner within ninety (90) days after the expiration of such one (1) year period, to have said lot conveyed to the Developer at the original sales price, free and clear of any liens and encumbrances created by act or default of the Owner of such lot, with taxes and installments on assessments for the year in which conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

3.16. Construction of all buildings shall be completed within six (6) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and pouring or paving of driveway shall be completed within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the lot owner, the time for completion shall be extended by the period of such delay.

3.17. Except to the extent preempted or limited by federal or state law, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

3.18. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood. This shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards, and shall be located no closer than ten (10') feet from the lot line, and the garden area on any lot may not exceed twenty-five (25%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any lot.

3.19. The Owner of any lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.20. No lot as platted shall be resubdivided, without the consent of Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable. No boundary line within the Property shall be changed, except with the approval of the Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable. This section shall not be construed to prevent the use of one lot and part or all of another lot or lots as one building site.

3.21. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable, except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, and (b) signs erected by Developer or William M. Paulson and Susan K. Paulson advertising lots within the Property for sale.

3.22. All buildings constructed on any lots subject to this Declaration shall conform to all governmental zoning requirements and all set-back requirements imposed by local ordinance.

3.23. No Owner of any lot shall re-grade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area.

3.24. The following landscaping requirements apply to all lots within the Property:

- (a) All yards must be either (i) sodded or (ii) seeded, fertilized and crimp mulched or covered with an erosion mat, including street terraces. The lot owner shall comply with all Dane County or Village of Windsor erosion control requirements.**

- (b) **Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Developer, William M. Paulson and Susan K. Paulson or the Committee, whichever is then applicable.**

3.25. The Developer, after a period of ten (10) years from the date of recording the certified survey map or after all of the lots within the Property have been sold, whichever occurs first, may elect to assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to William M. Paulson and Susan K. Paulson, and thereafter when William M. Paulson and Susan K. Paulson no longer own any lot within the Property, assign the rights to the Committee.

3.26. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 3.28 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer, William M. Paulson and Susan K. Paulson, the Committee or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorneys fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation.

3.27. Article 3 hereof, or any part thereof, may be cancelled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by the Developer or William M. Paulson and Susan K. Paulson, whichever is then applicable, or if the Developer and William M. Paulson and Susan K. Paulson have released or assigned the Developer's rights under Article 3 of this Declaration as provided, then by an instrument in writing signed by the Owners of all of the lots subject to this Declaration.

3.28. Invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

3.29. In the event the Developer, William M. Paulson and Susan K. Paulson, or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, alterations, or any other matters which must be submitted to the Developer, William M. Paulson and Susan K. Paulson, or the Committee, within thirty (30) calendar days after the same have been submitted to the approving authority in writing, then such approval shall not be required in that instance.

3.30. In exercising any authority under Article 3 of this Declaration, the Developer, William M. Paulson and Susan K. Paulson or the Committee, as appropriate, shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;**
- (b) to protect each Owner of a lot against improper uses by other lot owners;**
- (c) to preserve the beauty of the Property;**
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;**
- (e) to encourage and secure the erection of attractive, adequately sized homes, which conform and harmonize in external design with other structures within the Property and which are properly located upon the lot in accordance with its topography and finished grade elevation; and**
- (f) to provide for high quality improvements which will protect the investments of purchasers of lots.**

3.31. The Developer, William M. Paulson and Susan K. Paulson and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, site, grading or landscaping plan or other matter, including

any loss arising out of the negligence of the Developer, William M. Paulson and Susan K. Paulson or the Committee.

3.32. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, ditches, drainage ways, stormwater detention areas, or maintenance or landscaping, or if any lot owner responsible for specific duties with regard thereto shall fail to perform such duties, the Developer, William M. Paulson and Susan K. Paulson, the Committee or the Village of Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation.

3.33. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS WITHIN THE PROPERTY THAT THE SUBDIVISION IS IN THE VICINITY OF LANDS WHICH ARE USED FOR AGRICULTURAL PURPOSES, WHICH MAY INVOLVE CROP AND ANIMAL PRODUCTION ACTIVITIES, THE USE OF MACHINERY AND EQUIPMENT, AND THE USE OF AGRICULTURAL FERTILIZERS AND PESTICIDES. AGRICULTURAL ACTIVITIES MAY INVOLVE THE CREATION OF DUST AND NOISE, AND THE PRESENCE OF STRONG ODORS.

NOTICE IS ALSO GIVEN TO ALL OWNERS OF LOTS WITHIN THE PROPERTY THAT THE SUBDIVISION IS IN THE VICINITY OF LANDS WHICH ARE USED FOR MINERAL EXTRACTION PURPOSES, INCLUDING AN ACTIVE ROCK QUARRY, WHICH MAY INVOLVE TRUCK TRAFFIC, BLASTING OF ROCK, ROCK CRUSHING AND SCREENING, CREATION OF DUST AND VIBRATION AND STORAGE OF EQUIPMENT AND MATERIALS. LOT OWNERS ARE ADVISED TO PROTECT THE FOUNDATION OF ANY BUILDING FROM POTENTIAL VIBRATIONS FROM BLASTING AT THE NEARBY ROCK QUARRY.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 14th day of November, 2023.

WINDSOR QUARRY, LLC

By:


William M. Paulson, Manager

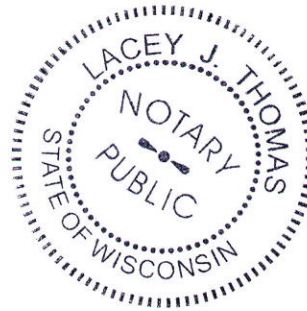
By: Susan K. Paulson
Susan K. Paulson, Manager

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 14th day of November, 2023, before me, a Notary Public, personally appeared William M. Paulson and Susan K. Paulson, to me known, who being by me duly sworn, did depose and say that they executed said document.



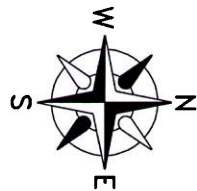
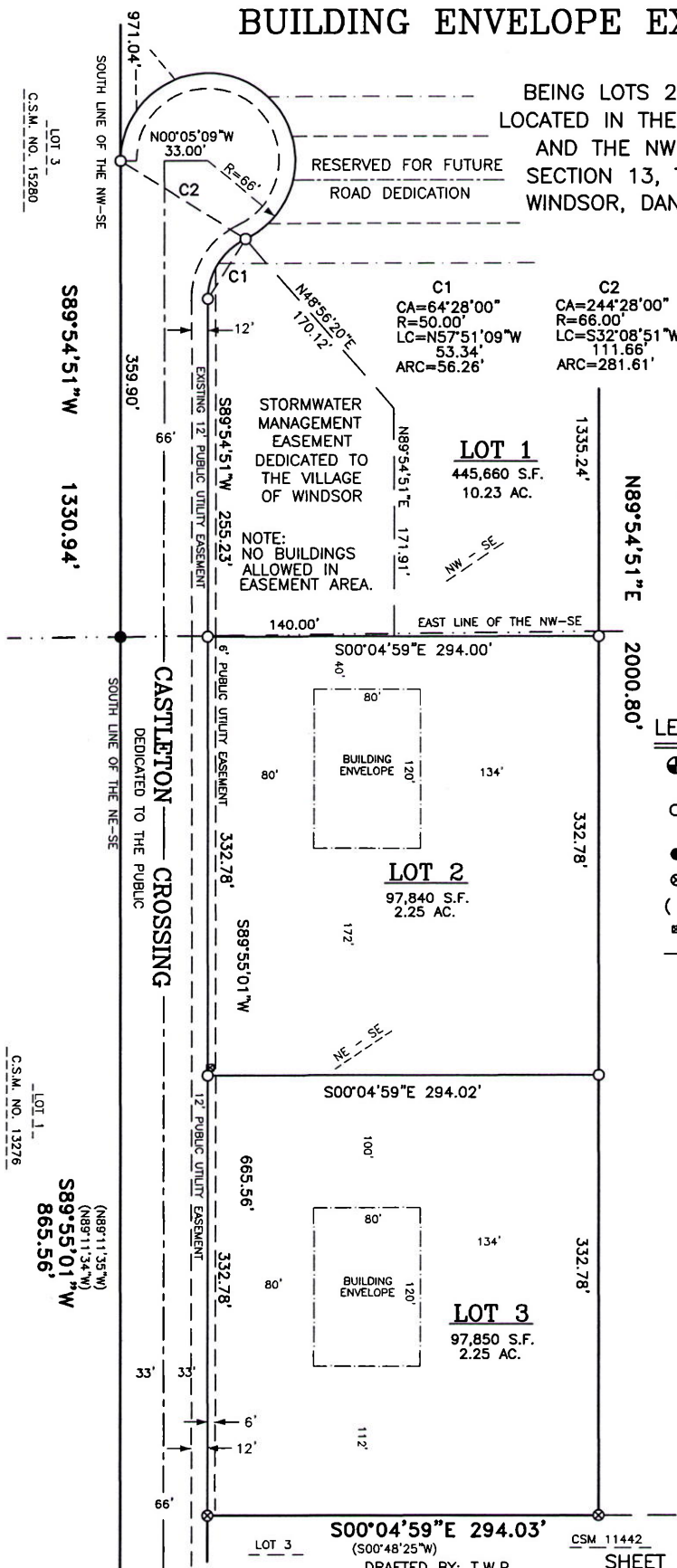
_____ Lacey J. Thomas _____
Notary Public, State of Wisconsin
My Commission: 2/18/27



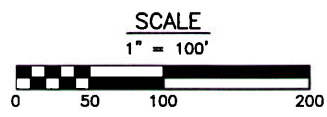
This instrument drafted by
Michael J. Lawton.

BUILDING ENVELOPE EXHIBIT

BEING LOTS 2 & 3, CSM NO. _____
 LOCATED IN THE NE 1/4 OF THE SE 1/4
 AND THE NW 1/4 OF THE SE 1/4,
 SECTION 13, T9N, R10E, VILLAGE OF
 WINDSOR, DANE COUNTY, WISCONSIN



BASIS OF BEARINGS
 THE EAST LINE OF THE SE 1/4 IS
 ASSUMED TO BEAR N00°32'13"W.



PAULSON & ASSOCIATES, LLC

LAND SURVEYING
DEFOREST, WI
608-846-2523

OWNER/SUBDMR
 WINDSOR QUARRY LLC
 4607 Oak Spring Circle
 DeForest, WI 53532

SURVEYOR
 PAULSON & ASSOCIATES, LLC
 Daniel A. Paulson
 136 W. Holum Street
 DeForest, WI 53532

LOT 3
 C.S.M. NO. 15280

LOT 1
 C.S.M. NO. 13276

(N89°11'35"W)
 (N89°11'34"W)
S89°55'01"W
865.56'

S00°04'59"E 294.03'
 (S00°48'25"W)

CSM 11442

DRAFTED BY: T.W.P.