

OWNER - SUBDIVIDER
WOODOR QUARRY, LLC
13000 WISCONSIN AVE
4807 OAK SPRINGS CIRCLE
DEFOREST, WI 53532

SURVEYOR
PAULSON & ASSOCIATES, LLC
DANIEL A. PAULSON
13000 WISCONSIN AVE
DEFOREST, WI 53532

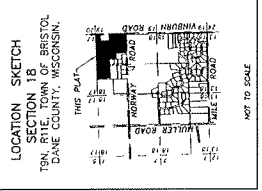
Document 4899920

BURNSON'S RIDGE

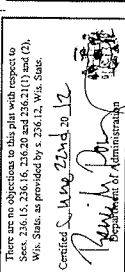
LOCATED IN THE SE 1/4 OF THE SE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 18, T9N, R11E,
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.

PAULSON & ASSOCIATES, LLC
LAND SURVEYING & ENGINEERING
DEFOREST, WI
www.paulsonllc.com

These are the original plat with respect to
Sect. 205.15, 205.16, 205.20 and 205.21 (C1) and (C1).
Wis. Stats. as provided by a 2012, Wis. Stats.
Certified *March 22, 2012*
Rebecca J. Paulson
Department of Administration



- LEGEND**
- DAKE COUNTY ALUMINUM MONUMENT (FOUND)
 - 1" ROUND IRON PIPE (FOUND) (UNLESS NOTED)
 - P.K. MAIL (FOUND) (UNLESS NOTED)
 - 1 1/4" x 30" IRON REBAR (SET), WEIGHING 4.30 LBS/LF.
 - ALL OTHER LOT AND OUTLOT CORNERS MONUMENTED WITH 3/4" x 24" IRON REBAR WEIGHING 1.50 LBS/LF.
 - ARC DISTANCE
 - RECORDED AS INFORMATION
 - 40' LINES
 - 12" PUBLIC UTILITY EASEMENT (UNLESS NOTED)




Kristi Chlebowska By Place & Anderson
Deputy
Kristi Chlebowska
Cane County Register of Deeds


Patrick W. Miles, Chair
Done County Zoning and
Land Regulation Committee

I, David J. Worzala, being duly elected, qualified and acting treasurer of the County of Dane, do hereby certify that the records in my office show that there are 20 1/2 acres of unredeemed tax sales and no unpaid taxes or special assessments on lands included in BURNSON'S RIDGE.

TOWN BOARD RESOLUTION

Dated: 6/29/2012  Gerald H. Derr, Town of Bristol, Chairman

Dated: 6/29/2012

DANE COUNTY: 33
I, Sandra M. Klister being duly qualified and acting Town Treasurer of the Town of Bristol, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of June 29, 2012 on any of the land included in BURNSON'S RIDGE

CITY OF SUN PRAIRIE CERTIFICATE

 Authorized Agent for the City of Sun Prairie

 Date:

LOCATED IN THE SE 1/4 OF THE SE 1/4 AND
THE NE 1/4 OF THE SE 1/4 OF SECTION 18, T9N, R11E,
TOWN OF BRISTOL, DANE COUNTY, WISCONSIN.

I, Daniel A. Paulson, Registered Land Surveyor, do hereby certify, that by direction of William M. Paulson, General Managing Member of Windsor Quarry, LLC, I have surveyed, divided, monumented and mapped BURNSON'S RIDGE, located in the Northeast: 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 18, T9N, R11E, Town of Bristol, Dane County, Wisconsin, described as follows:

BEGINNING at the Southeast Corner of Section 18,

DANIEL A. PAULSON
Registered Land Surveyor No. S-1699
Dated this 26th day of June

AS owner we hereby certify that we have caused the land described on this plat to be surveyed, divided, dedicated and mapped as represented on this plat. We also certify that this plat is required by S. 236.10 or 236.12 to be submitted to the following for approval or objection:

- Dated this 26th day of June, 2012.

Susan K. Paulson
Susan K. Paulson, Co-Managing Member
Windsor Quarry, LLC

STATE OF WISCONSIN) SS
COUNTY OF DANE)

Daniel A. Paulson
Notary Public Dane Co., Wisconsin
My Commission Expires 3-2-14

1. THIS INSTRUMENT SHALL BE CONSIDERED A DRAFT DOCUMENT, UNLESS IT IS AFFIXED WITH THE SEAL AND SIGNATURE OF A REGISTERED LAND SURVEYOR. USE AT YOUR OWN RISK.

2. DISTURBING SURVEY STAKES IS A VIOLATION OF SECTION 236.32 OF THE WISCONSIN STATE STATUTES.

3. NO POLES, PEDESTALS OR CABLES ARE TO BE PLACED SUCH THAT THEIR INSTALLATION WOULD DISTURB ANY SURVEY STAKE OR OBSTRUCT VISION ALONG ANY LOT OR STREET LINE.

4. ALL UTILITIES WITHIN THIS SUBDIVISION SHALL BE INSTALLED UNDERGROUND.

5. FUTURE LOT OWNERS ARE HEREBY NOTIFIED OF FARMING ACTIVITIES IN THE VICINITY.

6. SEE TOWN APPROVED ROAD PLANS FOR CULVERT REQUIREMENTS ON PRIVATE DRIVEWAYS.

7. FUTURE LOT OWNERS SHALL NOT ALTER DRAINAGE PATTERNS OR DITCHLINES WITHOUT THE WRITTEN CONSENT OF THE TOWN OF BRISTOL.

8. REFER TO BUILDING SITE INFORMATION CONTAINED IN THE DADE COUNTY SOIL SURVEY.

9. VISION CORNER: NO STRUCTURES OF ANY TYPE SHALL BE PERMITTED WITHIN A VISION CORNER WHICH EXCEEDS A HEIGHT OF 2 1/2' ABOVE THE ELEVATION OF THE INTERSECTION, EXCEPT FOR NECESSARY HIGHWAY AND TRAFFIC SIGNS, APPROVED PUBLIC UTILITIES AND OPEN FENCES THROUGH WHICH THERE IS CLEAR VISION. NOR SHALL ANY PLANT MATERIAL, EXCEPT GRASSES AND SIMILAR TURF, BE PERMITTED WHICH OBSCURES SAFE VISION OF THE APPROACHES TO THE INTERSECTION.

Q. TEMPORARY TURN AROUND EASEMENT TO BE RELEASED IN WRITING BY THE TOWN OF BRISTOL WHEN KALTENBERG PASS IS EXTENDED.

1. "NO VEHICULAR ACCESS" TO BURNSON DRIVE FROM LOTS 18 AND 19. THE "NO VEHICULAR ACCESS" RESTRICTION SHALL EXPIRE WHEN BURNSON DRIVE IS EXTENDED

DATE: 6-18-2012, DRAWN BY: J.L.S., APPROVED BY: D.A.P., FILE NO.: 02-110

SHEET 2 OF 2

CURVE	LOT	CENTRAL ANGLE	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	1	92°52'06"	30.00'	S42°04'02"W	43.48'	48.63'
C2	1	41°56'08"	200.00'	S22°20'04"E	143.14'	146.38'
C3	1	44°48'43"	266.00'	N2°53'42.5"E	202.78'	208.04'
C4	1	40°07'54"	266.00'	N44°11'10"W	19.18'	19.18'
C5	2	20°02'22"	266.00'	N2°09'59.5"E	92.42'	92.89'
C6	3	20°40'22"	266.00'	N1°40'13"W	95.46'	95.97'
C7	4	22°22'00"	166.00'	N4°50'53"E	236.14'	282.71'
C8	5	32°36'31"	166.00'	N47°08'51.5"E	147.12'	152.41'
C9	6	15°44'03"	166.00'	N48°12'05"E	45.44'	45.59'
C10	7	9°03'27"	300.00'	S43°39'28.5"W	42.82'	47.68'
C11	8	OUTLET 2	16°25'56"	N07°20'41"E	53.17'	53.40'
C12	9	OUTLET 2	10°32'33"	S37°00'37.5"E	215.96'	251.12'
C13	10	90°39'38"	300.00'	S43°51'20"W	42.67'	42.67'
C14	16	6°05'03"	300.00'	N34°01'12.5"W	362.38'	344.08'
C15	17	83°07'38"	200.00'	S25°00'10"E	265.39'	280.17'
C16	17	41°27'09"	200.00'	S45°50'24.5"E	141.56'	144.70'
C17	18	8°25'56"	100.00'	N07°16'35.5"E	142.39'	145.47'
C18	18	90°02'00"	300.00'	N07°20'41"E	32.03'	32.17'
C19	90°02'00"	30.00'	N45°32'17"E	42.43'	47.12'	
C20	20	90°22'22"	166.00'	S42°18'54"E	235.52'	261.83'
C21	21	33°12'37"	166.00'	S10°37'09.5"E	71.80'	72.38'
C22	23	37°10'52"	166.00'	S39°42'54.5"W	94.88'	96.21'
C23	24	94°35'54"	300.00'	N41°02'08"E	92.02'	92.24'
C24	24	39°52'18"	200.00'	N26°21'58"W	136.39'	139.18'
C25	24	44°48'43"	266.00'	S32°53'45.5"E	202.78'	208.04'
C26	25	90°00'31"	30.00'	N46°29'38.5"E	42.43'	47.13'
C27	26	87°56'31"	100.00'	N45°50'51"E	142.25'	159.36'
C28	27	90°22'22"	100.00'	S42°18'54"W	141.98'	157.73'
C29	27	30°17'42"	200.00'	S30°59'46"E	105.70'	106.97'
C30	27	11°38'24"	200.00'	S10°00'43"E	39.35'	39.41'

TANGENT POINT	BEARING
T1	S 04°22'01" E
T2	S 66°33'59" E
T3	S 06°25'49" E
T4	S 01°29'24" E

NOTES

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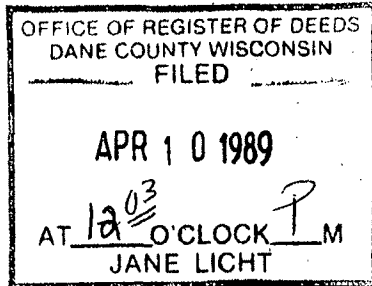
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City of Sun Prairie, Wisconsin

A RESOLUTION AUTHORIZING THE CITY OF SUN PRAIRIE
TO EXERCISE PLAT REVIEW OUTSIDE THEIR BOUNDARIES.



2135074

Presented.....March 21, 1989.....
Referred to.....
Reported Back.....
Adopted.....March 21, 1989.....
Rules Suspended.....
Re-Referred to.....
Placed on File.....

Resolution No....89/21....

RESOLUTION

VOL 12691 PAGE 43 File Number.....5482.....

By

WHEREAS, State Statutes authorize municipalities to exercise plat review outside their boundaries and Section 236.10(5) of the Wisconsin Statutes, permits a municipality to determine by Resolution those portions of the statutorily defined extraterritorial area in which it will exercise plat approval controls; and,

WHEREAS, there has been changes in the boundaries of Madison and neighboring communities which necessitate a resolution to establish the extraterritorial jurisdiction of the City of Sun Prairie.

NOW, THEREFORE, BE IT RESOLVED, that the City of Sun Prairie will exercise its extraterritorial plat approval jurisdiction outside its boundaries and within those areas described by State Statute, including the following sections and quarter sections of the following townships:

A. Town of Bristol:

Southwest 1/4 of Section 15; South 1/2 of Sections 16, 17 and 18; all of Sections 19, 20, 21 and 22; West 1/2 of Section 23; Southwest 1/4 of Section 25; all of Sections 26, 27, 28, 29, and 30; all of Sections 31, 32, 33, 34, 35; West 1/2 of Section 36.

B. Town of Sun Prairie:

West 1/2 of Section 1; all of Sections 2, 3, 4, 5, 6; all of Sections 7, 8, 9, 10, 11; West 1/2 of Section 12; Northwest 1/4 of Section 13; all of Sections 14, 15, 16, 17 and 18; all of Sections 19, 20, 21; North 1/2 and Southwest 1/4 of Section 22; Northwest 1/4 of Section 23; All of Sections 28, 29; North 1/2 of Section 30; Northeast 1/4 of Section 32; Northwest 1/4 of Section 33.

C. Town of Burke:

All of Section 1, 2; North 1/2 and Southeast 1/4 of Section 3; Northeast 1/4 of Section 4; Northeast 1/4 of Section 10; North 1/2 and Southeast 1/4 of Section 11; all of Section 12; all of Section 13; Northeast 1/4 of Section 14; North 1/2 and Southeast 1/4 of Section 24; Northeast 1/4 of Section 25.

D. Town of Windsor:

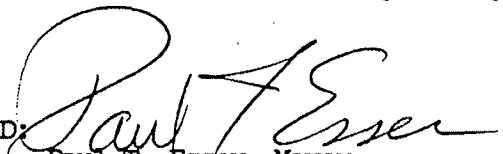
South 1/2 of Sections 13 and 14; Southeast 1/4 of Section 15; Southwest 1/4 and East 1/2 of Section 22; all of Sections 23 and 24; all of Sections 25, 26 and 27; East 1/2 of Section 28; all of Sections 33, 34, 35 and 36.

5110

BE IT FURTHER RESOLVED, that the City Clerk is hereby directed to file with the Register of Deeds for Dane County, Wisconsin this resolution and a map incorporating the descriptions contained herein.

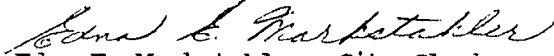
VOL 12691 PAGE 44

APPROVED:


Paul T. Esser, Mayor

Date Approved: April 21, 1989

This is to certify that the foregoing resolution was adopted by the Common Council of the City of Sun Prairie at a meeting held on the day of


Edna E. Markstahler, City Clerk

I, Edna E. Markstahler, City Clerk of the City of Sun Prairie, hereby certify that the attached copy of a resolution authorizing the City of Sun Prairie to exercise plat review outside their boundaries, is a true and correct copy of the original resolution adopted by the Sun Prairie Common Council on March 21, 1989.

Edna E. Markstahler

Edna E. Markstahler
Clerk

March 23, 1989

CITY OF SUN PRAIRIE

PROCLAMATION OF RECLASSIFICATION
TO THIRD CLASS CITY

VOL 12691 PAGE 46

RECITALS

1. The last federal census taken in 1980 determined the population of the City of Sun Prairie, Dane County, Wisconsin, to be more than 10,000 and less than 39,000.

2. Provisions for any changes which are necessary in the government of the City of Sun Prairie due to the reclassification from a Fourth Class City to a Third Class City under the Wisconsin Statutes have been duly made.

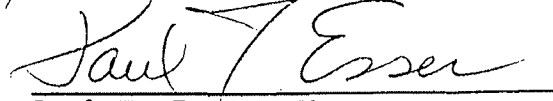
RECLASSIFICATION

Pursuant to the provisions of Section 62.05, Wisconsin Statutes, and based upon the above recitals which satisfy those statutory provisions, it is hereby proclaimed that the City of Sun Prairie, Dane County, Wisconsin, shall be reclassified from a city of the fourth class to a city of the third class for purposes of administration and the exercise of corporate powers under the laws of Wisconsin.

This reclassification shall become effective after this executed proclamation is published pursuant to Chapter 985, Wisconsin Statutes.

IN WITNESS WHEREOF, I, Paul T. Esser, Mayor of the City of Sun Prairie, Dane County, Wisconsin, affix my signature to this proclamation as such mayor on this 20th day of December, 1988.

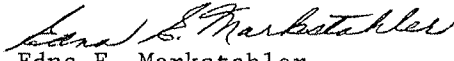
CITY OF SUN PRAIRIE


Paul T. Esser, Mayor

ATTEST:


Edna E. Markstahler, Clerk

I, Edna E. Markstahler, City Clerk of the City of Sun Prairie, hereby certify that the attached proclamation is a true and correct copy of the original proclamation of reclassification to Third Class City as proclaimed on December 20, 1989.


Edna E. Markstahler
City Clerk

March 23, 1989

CITY OF SUN PRAIRIE

PROCLAMATION OF EXTRATERRITORIAL PLAT REVIEW JURISDICTION MAP ADOPTION

RECITALS

1. On the 20th day of December, 1988, Paul T. Esser, Mayor of the City of Sun Prairie, Dane County, Wisconsin, signed a Proclamation declaring the City of Sun Prairie to be a Third Class City, pursuant to Wisconsin Statutes.

2. Said proclamation has been published pursuant to Chapter 985 of Wisconsin Statutes, thereby effecting said proclamation.

3. On March 20th, 1989, the City of Sun Prairie held a public hearing on proposed boundaries for the extraterritorial plat review jurisdiction area enabled by the reclassification of the City from a Fourth Class City to a Third Class City, following public notice of said hearing pursuant to Wisconsin Statutes and direct notice to effected incorporated and unincorporated jurisdictions potentially effected by said ETJ boundaries.

4. The proposed ETJ boundaries have been reviewed by the Dane County Land Records Department, which has indicated compliance with applicable State Statutes and that according to their records, the proposed boundaries do not conflict with the existing boundaries of any other ETJ area of any other jurisdiction.

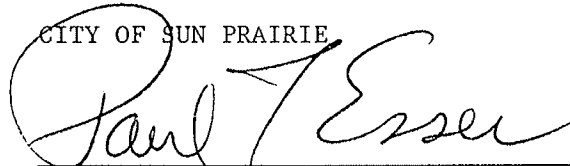
5. A Resolution adopting said ETJ boundaries was recommended by the City of Sun Prairie Plan Commission on March 20th, 1989, and was adopted by the City of Sun Prairie Common Council on March 21st, 1989, following a process completely in compliance with State Statutes.

IMPLEMENTATION

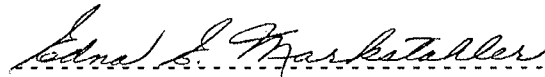
Pursuant to the provisions of Section 236.10(5) of Wisconsin Statutes, and based upon the above recitals which satisfy applicable statutory provisions, it is hereby proclaimed that the City of Sun Prairie, Dane County, Wisconsin, shall implement a Three-Mile Extraterritorial Plat Review Jurisdiction, subject to State Statutes.

The Three-Mile Extraterritorial Plat Review Jurisdiction shall become effective after this executed proclamation is published pursuant to Chapter 985, Wisconsin Statutes.

IN WITNESS WHEREOF, I, Paul T. Esser, Mayor of the City of Sun Prairie, Dane County, Wisconsin, affix my signature to this proclamation as such mayor on this 22 day of March, 1989.

CITY OF SUN PRAIRIE

Paul T. Esser, Mayor

ATTEST:


Edna E. Markstahler, Clerk

BURKE TOWNSHIP

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©
MILWAUKEE MAP SERVICE, INC.

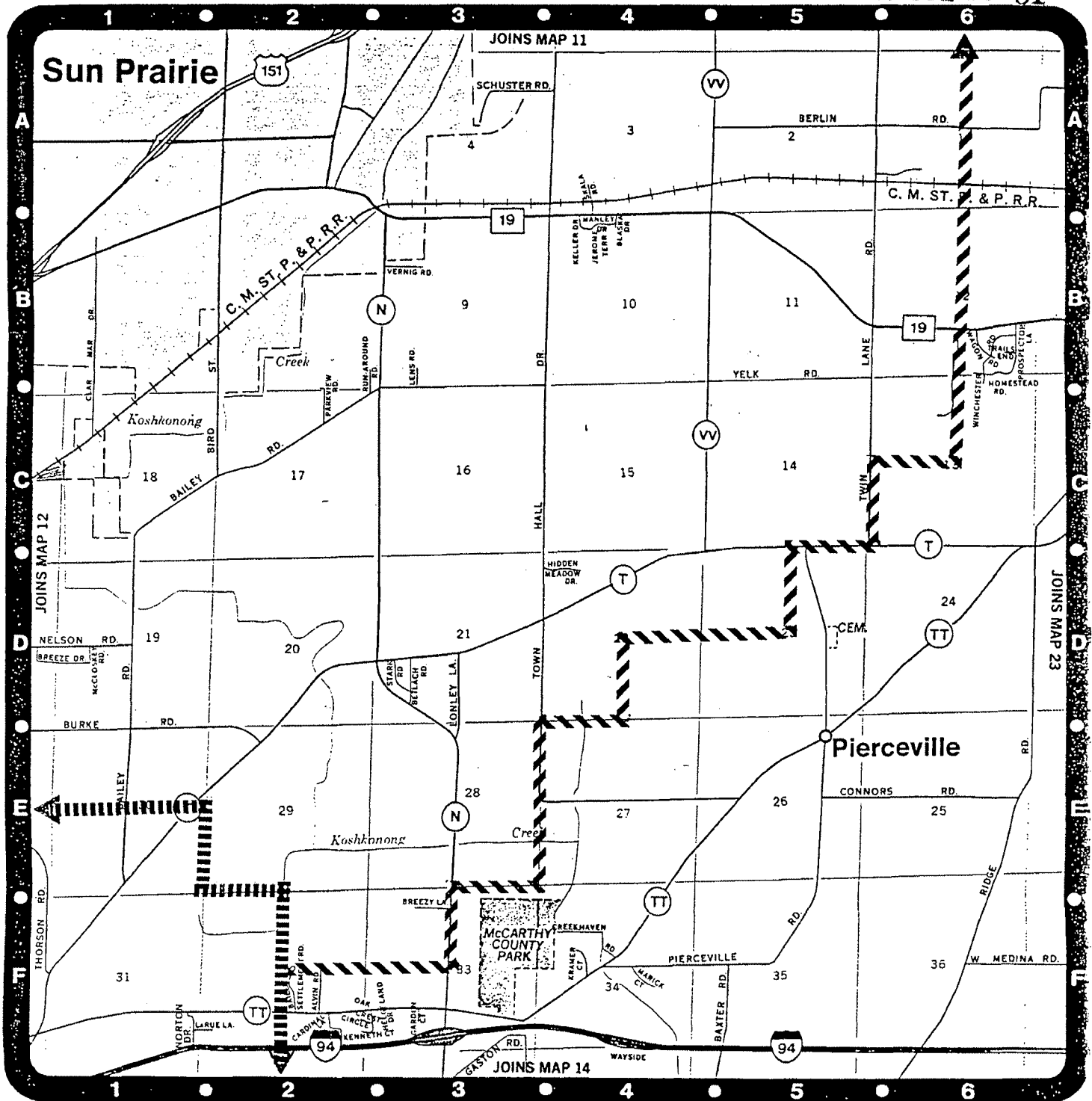


Adopted 3/21/89

CITY OF SUN PRAIRE 3 MILE ETJ LIMIT

SUN PRAIRIE TOWNSHIP

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© MILWAUKEE MAP SERVICE, INC.

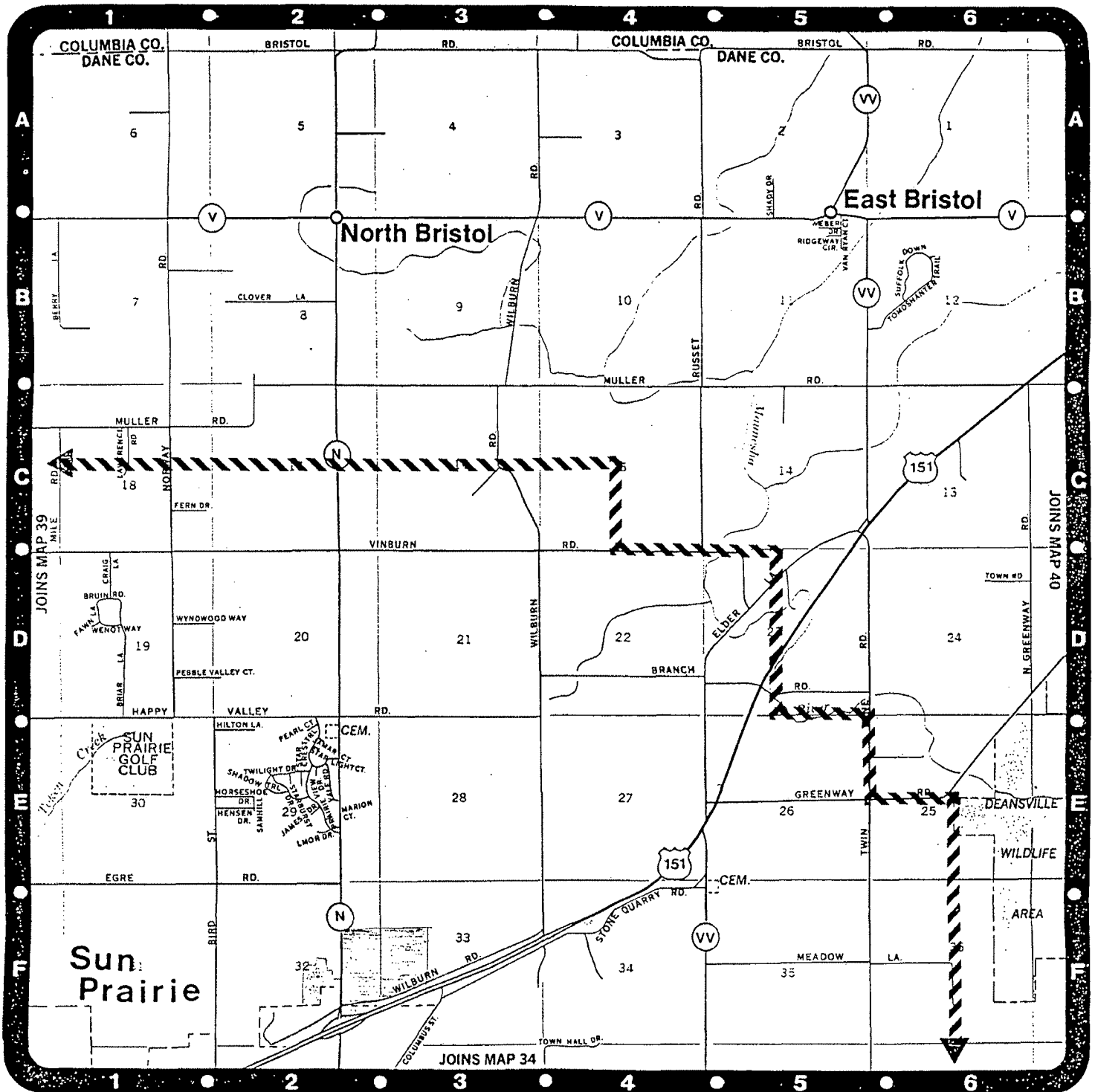


Adopted 3/21/89

CITY OF SUN PRAIRE 3 MILE ETJ LIMIT

BRISTOL TOWNSHIP

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©
MILWAUKEE MAP SERVICE, INC.

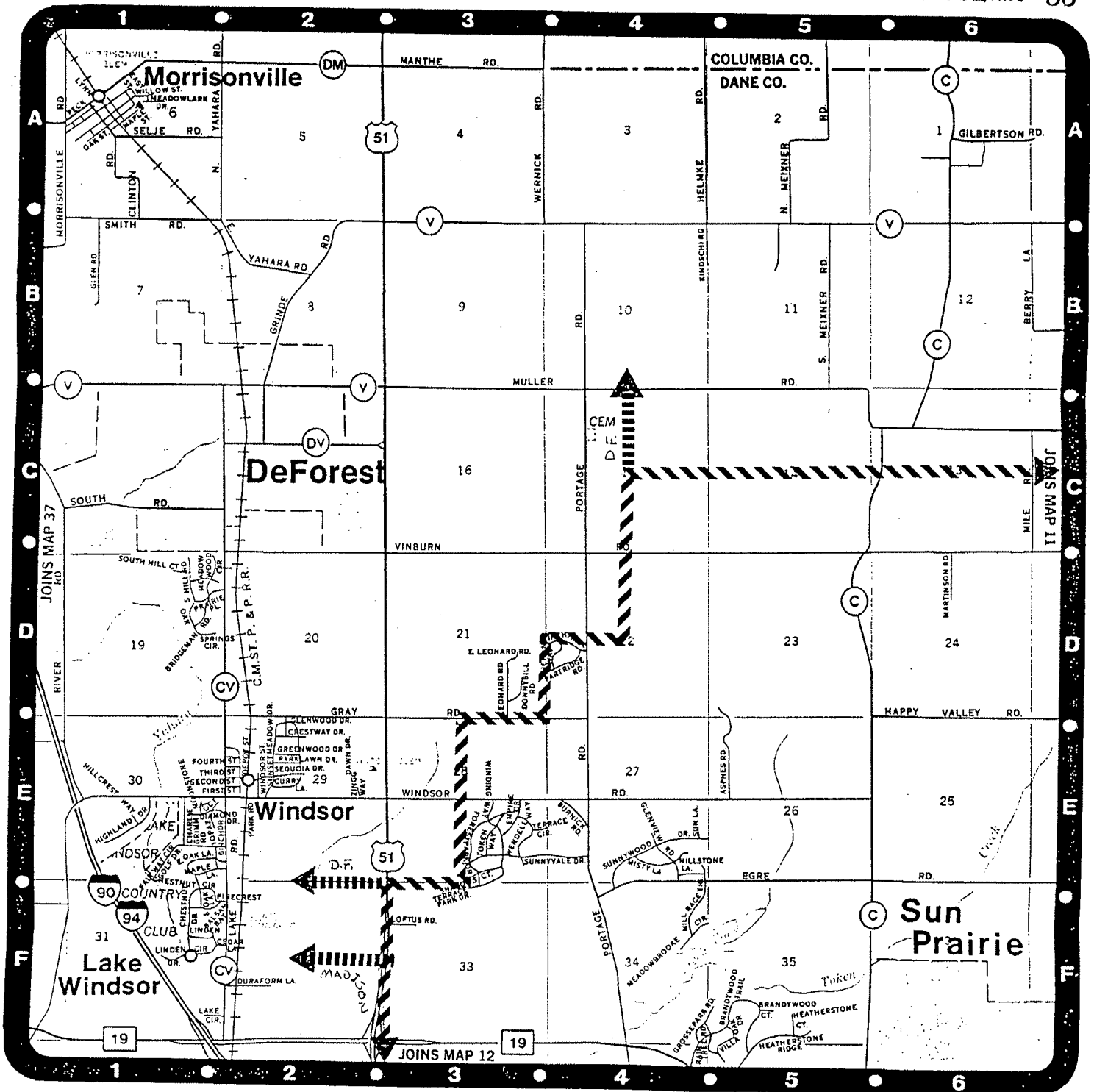


Adopted 3/21/89

CITY OF SUN PRAIRE 3 MILE ETJ LIMIT

WINDSOR TOWNSHIP

VOL 12691 PAGE 53



MILWAUKEE MAP SERVICE, INC.



Adopted 3/21/89

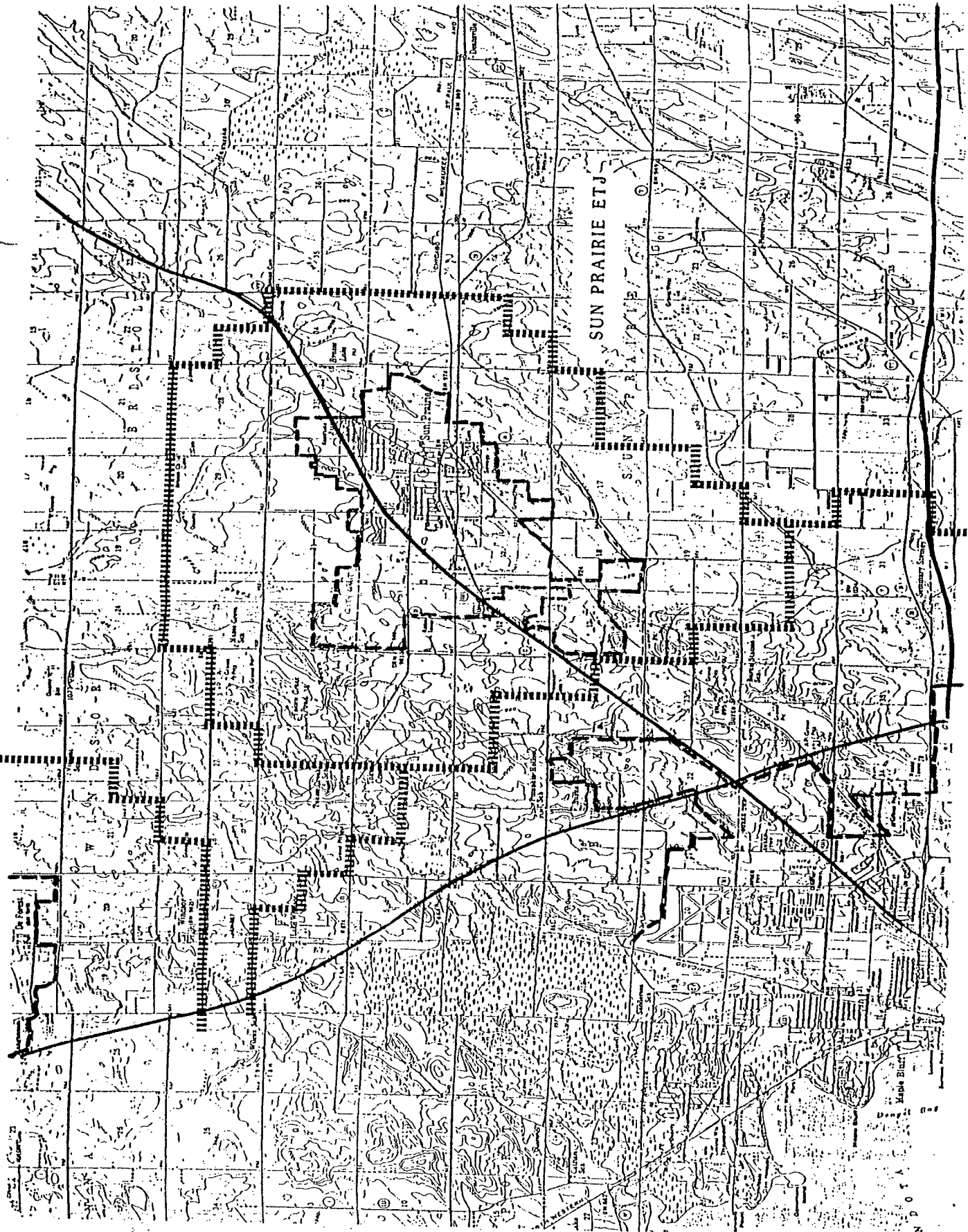
CITY OF SUN PRAIRE 3 MILE ETJ LIMIT

FORMER ETJ BOUNDARIES

DE FOREST ETJ

SUN PRAIRIE ETJ

MADISON ETJ

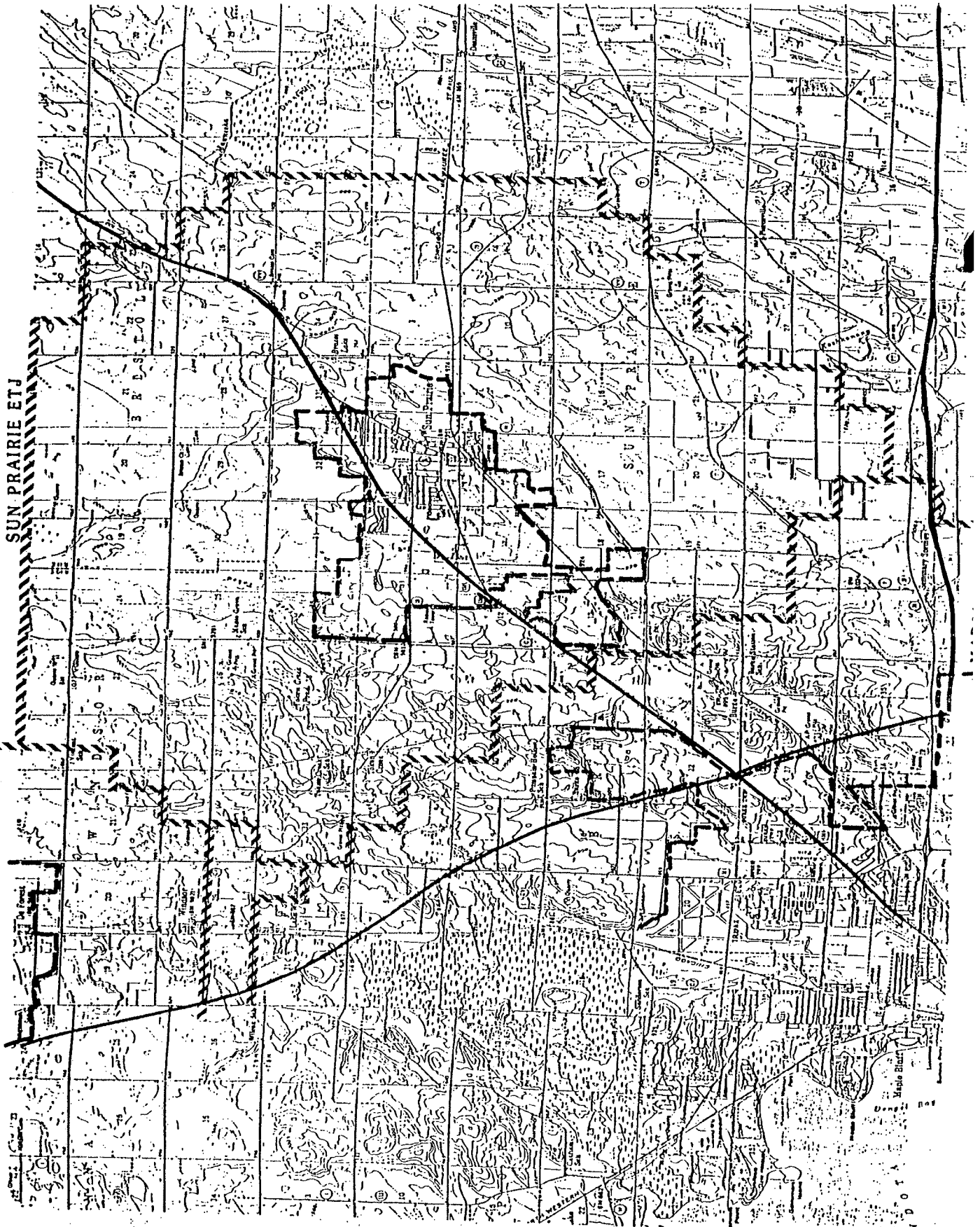


CURRENT ETJ BOUNDARIES

3 mile ETJ
Adopted 3/21/89

DE FOREST ETJ

SUN PRAIRIE ETJ





8 4 2 0 6 3 1
Tx:8369293

Document Number

Document Title

Restrictive Covenant

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

DOCUMENT #

4892921

07/20/2012 08:43 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 3

Recording Area

Name and Return Address

Boardman + Clark LLP
PO Box 1507
Madison WI 53701-1507

0911-184-8320-5

0911-184-9500-5

Parcel Identification Number (PIN)

RESTRICTIVE COVENANT

The undersigned, Windsor Quarry, LLC, a Wisconsin limited liability company ("Paulson"), being the owner of the real property located in the Town of Bristol, Dane County, Wisconsin, more particularly described as the Plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, for good and valuable consideration, hereby declares that all of the lots and outlots within the Plat of Burnson's Ridge are subject to the following restriction for the benefit of the Town of Bristol:

Parcel Nos. 0911-184-8320-5
0911-184-9500-5

1. No lots and outlots within the Plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin (other than (a) outlots being transferred to the Town of Bristol, (b) the transfer of all remaining lots within such Plat owned by Paulson to a single party in a bulk sale, or (c) mortgages or other conveyances to a bona fide mortgagee), shall be transferred, sold or conveyed to any other party without the written approval of the Town of Bristol. (i) Upon the execution of an agreement for land division improvements between the Town of Bristol and Paulson, for and in connection with any phase within such plat, (ii) the furnishing by Paulson to the Town of Bristol of acceptable surety in the amount required by the applicable land division improvements agreement, to secure performance of said agreement for land division improvements, and (iii) the payment to the Town of Bristol of all outstanding fees and assessments as required by the agreement for land division improvements for such phase, it is contemplated that the lots and outlots included within such particular phase of the plat will be released from the restrictions of this instrument.
2. No release of this restriction as to any lots or outlots shall take place until an instrument executed by an authorized representative of the Town of Bristol is recorded in the office of the Dane County Register of Deeds releasing the restriction as to the designated lots or outlots.
3. This instrument shall be binding upon Paulson and its successors in interest as to any lots or outlots in the plat for which this restriction has not been released by the Town of Bristol.

Dated this 25th day of June, 2012.

WINDSOR QUARRY, LLC

By: William M Paulson
William M. Paulson, Manager

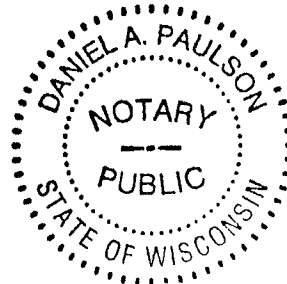
STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 25th day of June, 2012, the above-named William M. Paulson, as Manager of Windsor Quarry, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Daniel A Paul
Notary Public, State of Wisconsin
My Commission: Expires 3-2-14

***This Instrument Drafted By and
To Be Returned To:***

Michael J. Lawton
Boardman & Clark LLP
P.O. Box 1507
Madison, WI 53701-1507





8 4 2 0 6 3 3
Tx:8369293

**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLAT OF
BURNSON'S RIDGE,
TOWN OF BRISTOL,
DANE COUNTY, WISCONSIN**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

DOCUMENT #

4892922

07/20/2012 08:43 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 16

Windsor Quarry, LLC, a Wisconsin limited liability company ("Developer"), owner of the real estate in the Town of Bristol, Dane County, Wisconsin, which has been platted as the Plat of Burnson's Ridge (the "Property"), hereby declares that all of the lots in the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions, conditions and easements set forth herein:

Return to:

Michael J. Lawton

P.O. Box 1507

Madison, WI 53701-1507

Parcel Identification Number

0911-184-8320-5

0911-184-9500-5

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 collectively 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 platted lot (exclusive of outlots) 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 the real estate described as the Plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin.

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 Town of Bristol, Dane County, Wisconsin, shall be known as the Plat of Burnson's Ridge, Town of Bristol, 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 or the Architectural Control Committee, whichever is then applicable, 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. All buildings erected on the Property shall have a minimum roof pitch of not less than 6/12 pitch, but a variance from this minimum may be granted by the Developer or the Architectural Control Committee, whichever is then applicable, in their discretion. For purposes of this Declaration, the term "structure" shall include play structures, fences, patios, decks and swimming pools.

3.2. After the Developer and their representatives, successors and assigns, cease 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 the Architectural Control Committee ("Committee") for approval in writing by a majority of the members of said Committee. The Committee shall consist of the members of the Board of Directors of the Burnson's Ridge Homeowners Association, Inc., or in the alternative, if the Directors of the Association so elect, three persons elected by a majority of the members of the Board of Directors of the Association.

3.3. For each building erected or placed on any lot subject to this Declaration, the prime contractor or builder to be hired for construction of such building shall be approved in writing by the Developer or the Committee, whichever is then applicable, prior to commencement of construction. The approval of the Developer or the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

3.4. 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 or the Committee, whichever is then applicable.

3.5. 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 or the Committee, whichever is then applicable. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.6. 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 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 or 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 or the Committee, whichever is then applicable.

3.7. All lots within the Property (other than outlots) shall be used only for single family residential purposes, except that Developer may continue to use lands owned by Developer for present agricultural purposes and uses.

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 1750 square feet.**
- (b) No two-story building shall have less than 2100 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 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.

3.8. All single family residential buildings must have an attached garage and such garage must contain not less than two (2) nor more than three (3) automobile garage stalls, but the maximum limitation may be waived by the Developer or the Committee, whichever is then applicable.

3.9. No building previously erected elsewhere may be moved onto any lot subject to this Declaration, unless approved by the Developer or the Committee, whichever is then applicable, in their discretion.

3.10. All driveways must be either concrete or paved. 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, Rotweiler, chow, Doberman or Great Dane, in whole or in part, shall be maintained or reside on any lot or outlot within the Property, without the written consent of the Developer or the Committee, whichever is then applicable, in its sole discretion. All mailboxes shall be installed on one side of the public streets in the plat, as specified by the Developer or the Committee, whichever is then applicable.

3.11. 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 or Committee, whichever is then applicable.

3.12. 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.

3.13. 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.

3.14. Parking of commercial or service vehicles having a gross vehicle weight in excess of 20,000 pounds, and 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, 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.

3.15. All areas of lots (excluding outlots) 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 (excluding outlots), 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 (20%) percent of the lot area not covered by residence, garage and driveway. The Burnson's Ridge Homeowners Association, Inc. shall keep all outlots free of debris and noxious weeds, and shall maintain all outlots in workmanlike condition, with the surface thereof to be seeded with grass or prairie grass or a cover crop (but in the case of a private park or playground area or walking or biking path or trail, suitable alternative

surfaces appropriate to such uses may be installed). As to any outlots owned by the Burnson's Ridge Homeowners Association, Inc., the Board of Directors of such Association shall adopt minimum maintenance standards for all such outlots, provide a copy thereof to the Town of Bristol and maintain such outlots in accordance with such minimum maintenance standards. Owners of lands within the Property understand that the maintenance of outlots within the Property is not the responsibility of the Town of Bristol, unless the Town of Bristol affirmatively accepts title to any such outlot. Owners of lots within the Property understand that they may not place, erect or maintain any structure or any other encroachment on any outlot within the Property.

3.16. 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.

3.17. 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 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.

3.18. Except to the extent preempted by federal 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 or the Committee, whichever is then applicable, including approval of the location, material, height and color thereof.

3.19. 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 (20%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any lot.

3.20. 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.

3.21. No lot or outlot as platted shall be resubdivided. No boundary line within the Property shall be changed, except with the approval of the Developer 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.

3.22. No signs of any type shall be displayed to public view on any lot without the prior written consent of the Developer 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 advertising lots within the Property for sale.

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

3.24. 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.

3.25. The following landscaping requirements apply to all lots (other than outlots) within the Property:

- (a) All yards must be either (i) sodded or (ii) or seeded, fertilized and crimp mulched or covered with an erosion mat, including street terraces. The lot owner shall comply with all Town and Dane County 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 or the Committee, whichever is then applicable.

3.26. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five percent (75%) of the lots within the Property (other than outlots) 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 the Committee. After ninety percent (90%) of the lots (other than outlots) within the Property have been sold, the Developer shall assign all of the Developer's rights to approve all of the items set forth in Article 3 hereof to the Committee, but the Developer shall remain a member of the Committee so long as the Developer owns unsold lots within the Property.

3.27. 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, 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.

3.28. 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 and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has 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 a majority of the lots (other than outlots) subject to this Declaration, except that sections 3.15, 3.24, 3.27, 3.28 and 3.33 hereof may not be amended without the consent of the Town of Bristol.

3.29. 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.

3.30. In the event the Developer or the Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site, grading and landscaping plans, the prime contractor or builder, alterations, or any other matters which must be submitted to the Developer or 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.

3.31. In exercising any authority under Article 3 of this Declaration, the Developer or 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, adequate 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.

3.32. The Developer 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 or Committee.

3.33. 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, the Committee or the Town of Bristol 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.

3.34. The Burnson's Ridge Homeowners Association, Inc. shall maintain all stormwater management facilities (including the drainage and stormwater easements and outlots on the Property as shown on the Plat), including mowing, cleaning and maintenance generally, all in a workmanlike manner, all in accordance with the terms of the Dane County stormwater management permit and ordinance and the plans approved by the Town of Bristol, at the sole expense of such Association. In the event of a failure on the part of the Association to maintain any such stormwater management facilities as provided herein, after 30 days written notice of default and opportunity to cure from the Town of Bristol, the Town of Bristol may enter such stormwater management area and perform such maintenance as is required hereunder at the expense of the Association and the owners of the lots with the Property, and the cost to the Town of Bristol thereof, if not paid in full by the Association, or the Owners within 30 days after written demand by the Town, shall be a special charge against the Lots (other than outlots) within the Property, on a pro rata basis, and may be recovered in the manner provided by law for special charges, be included in the real estate tax bill for the Lots (other than outlots) within the Property on a pro rata basis, and become a lien on each such Lot on such pro rata basis. The rights of the Town of Bristol to enter such lands as provided herein and to enforce the obligations specified herein shall constitute a perpetual easement for the benefit of the public in favor of the Town of Bristol. Interest shall accrue on any obligation if past due at the rate of 12% per annum and be included in the special charge and lien. The Town of Bristol may seek injunctive relief against the Association requiring the Association to perform the maintenance with respect to such

stormwater management areas as required above, and the Association shall be liable for the actual attorney fees and costs of the Town in connection with any such action or any action to recover the special charge provided above. The provisions in this section may not be amended nor the covenants or easements provided herein waived or terminated without the consent of the Town of Bristol and Dane County and the written consent of either (a) the Developer or (b) the Owners of a majority of lots (other than outlots) within the Plat.

3.35. NOTICE IS HEREBY GIVEN TO ALL OWNERS OF LOTS WITHIN THE SUBDIVISION THAT THE SUBDIVISION ADJOINS AND 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. THE SUBDIVISION IS LOCATED IN AN AGRICULTURAL AREA AND RESIDENTS MUST EXPECT THAT CONDITIONS WHICH OCCUR IN AGRICULTURAL AREAS MAY OCCUR IN OR NEAR THE SUBDIVISION. WISCONSIN HAS ADOPTED A "RIGHT TO FARM" LAW WHICH PROVIDES LEGAL PROTECTION FOR AGRICULTURAL ACTIVITIES AGAINST LEGAL ACTIONS CLAIMING NUISANCE. ALL LOT BUYERS BY PURCHASING A LOT ACKNOWLEDGE THIS NOTICE AND CONSENT TO SUCH ACTIVITIES.

ARTICLE 4

Burnson's Ridge Homeowners Association, Inc.

Definitions

For purposes of Article 4 of these Covenants, Restrictions, Conditions and Easements, the following terms shall be defined in the following manner:

4.1. "Association" shall mean and refer to Burnson's Ridge Homeowners Association, Inc., its successors and assigns.

4.2. "Board" shall mean and refer to the Board of Directors of the Association.

4.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements for the Plat of Burnson's Ridge, as it may from time-to-time be amended.

Association Membership and Board of Directors

4.4. Members. The Owner of each platted lot (exclusive of outlots) within the Plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, shall be a member of the Association. Where more than one person holds an ownership interest in any lot, all persons holding such interest shall be members. The members shall have such rights as are set forth herein, in the Articles and By-Laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin.

4.5. Board of Directors. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and By-laws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments.

Common Areas; Entrance Sign

4.6. Acquisition of Common Areas. The Association may take title from time-to-time to real property within the Plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon.

4.7. Obligations of Association. The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members. In addition, the Association shall have the duty to maintain the stormwater management areas within the Property at its expense, and to assess the costs thereof to the Lots (other than outlots) within the Property.

4.8. Easement of Enjoyment. Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to manage such lands for the benefit of the members of the Association and to establish reasonable rules for the use of such common areas.

4.9. Entrance Sign. The Association shall maintain in good order and repair any entrance sign(s) to the Plat of Burnson's Ridges, at the expense of the Association.

Assessments

4.10. Creation of Lien and Personal Obligation of Assessments. The Developer hereby covenants, and each Owner of any lot within the Property (other than outlots) by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the lot (but not any outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such lot (other than outlots) at the time when the assessment became due and payable.

4.11. Creation of Assessments. Assessments shall be determined, established and collected each year, starting with calendar year 2013, in the following manner:

- (a) **Budget.** In December of each year starting in December 2012, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation. Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.
- (b) **Limitation on Assessments.** The maximum annual assessment which may be authorized under this Article shall be \$100.00 for each lot to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots), until the actual annual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, shall exceed the annual revenue generated by an assessment of \$100.00 per lot, in which

event the maximum assessment per lot shall be such actual costs of maintenance, improvement and operation of common areas and payment of taxes, insurance and other costs associated therewith, including a reasonable reserve for depreciation, divided equally among all lots as to which the Association has the power to make assessments hereunder or under other comparable instruments (excluding outlots).

- (c) **Declaration of Assessments.** The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.
- (d) **Collection of Assessments.** In the event any assessment levied against any lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his lot.
- (e) **Joint and Several Liability of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any

such grantee shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

4.12. Term. Article 4 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 of Burnson's Ridge is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is cancelled as provided in Section 4.13 below.

4.13. Cancellation, Release, Amendment or Waiver. Article 4 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 and the Owners of a majority of the lots (other than outlots) subject to this Declaration, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided herein, then by an instrument in writing signed by both (a) the Owners of a majority of the lots (other than outlots) subject to this Declaration, and (b) a majority of the Board of the Association.

4.14. Severability. Invalidity 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.



**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
4892923**

07/20/2012 08:43 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

**DECLARATION OF CONDITIONS, COVENANTS AND RESTRICTIONS
FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES**

RECITALS

- A. Windsor Quarry, LLC is the owner of property in the Town of Bristol, County of Dane, State of Wisconsin, known as Burnson's Ridge, more particularly described on Exhibit A attached hereto ("Property").
- B. The County requires Owner to record this Declaration regarding maintenance of storm water management measures to be located on the Property. Owner agrees to maintain the storm water management measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the declarations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

- 1) Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with Dane County and according to the Long Term Maintenance provisions described in Exhibit B attached hereto. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements.
- 2) Easement to County. If Owner fails to maintain the storm water management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.
- 3) Term/Termination. The term of this Agreement shall commence on the date that this Agreement is filed of record with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the then-owners of the Property.

4) Miscellaneous.

- (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Windsor Quarry, LLC
4607 Oak Springs Circle
DeForest, WI 53532

If to County: Dane County Planning & Development
Room 116, City-County Building
210 Martin Luther King Jr. Blvd.
Madison, WI 53703

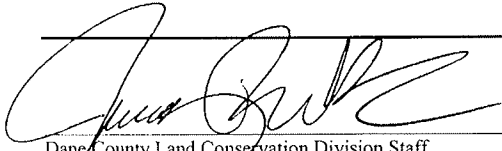
Any party may change its address for the receipt of notice by written notice to the other.

- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

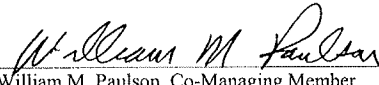
Return to:

Dane County Land Conservation
1 Fen Oak Court
Room 208
Madison, WI 53718

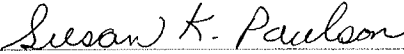
Parcel Number: 012/0911-184-9500-5



Dane County Land Conservation Division Staff
Print name: Jeremy Balousek




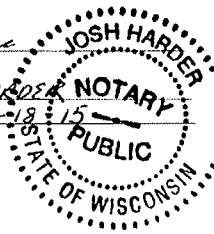
William M. Paulson, Co-Managing Member
Windsor Quarry, LLC



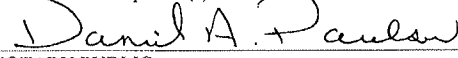
Susan K. Paulson, Co-Managing Member
Windsor Quarry, LLC

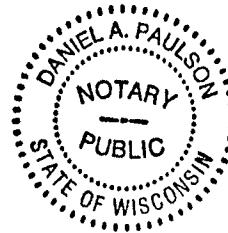
State of WI, County of DANE; Subscribed and sworn
before me on JUNE 29, 2012 by
the above named person(s).


NOTARY PUBLIC
Print or type name: JOSH HARDER
My Commission Expires 1-18-15



State of WI, County of Dane; Subscribed and sworn
before me on June 26, 2012 by
the above named person(s).


NOTARY PUBLIC
Print or type name: Daniel A. Paulson
My Commission Expires 3-2-14



DRAFTED BY: Dennis L. Norton, DNL Engineering, LLC

Exhibit "A"
Legal Description of Property

Located in the Northeast 1/4 of the Southeast 1/4 and the Southeast 1/4 of the Southeast 1/4 of Section 18, T9N, R11E, Town of Bristol, Dane County, Wisconsin, described as follows:

BEGINNING at the Southeast Corner of Section 18,
thence S88°30'05"W, 230.10 feet (recorded as N88°44'14"W and S89°35'30"W, 230.12 feet) along the south
line of the Southeast 1/4 of Section 18 to the southeast corner of C.S.M. No. 4999;
thence N01°29'24"W, 284.98 feet (recorded as N01°15'46"E, 285.00 feet) along the east line of C.S.M. No.
4999 to the northeast corner of said C.S.M. No. 4999;
thence S88°30'05"W, 360.07 feet (recorded as N88°44'14"W, 360.00 feet) along the north line of C.S.M.
No. 4999 to the northwest corner of said C.S.M.;
thence S01°29'24"E, 284.98 feet (recorded as S01°15'46"W, 285.00 feet) along the west line of C.S.M. No.
4999 to the south line of the Southeast 1/4 of Section 18;
thence S88°30'05"W (recorded as N88°44'14"W and S89°35'30"W), 734.72 feet along the south line of the
Southeast 1/4 of Section 18 to the southwest corner of the Southeast 1/4 of the Southeast 1/4 of Section
18;
thence N01°53'40"W, 841.03 feet along the west line of the Southeast 1/4 of the Southeast 1/4 of Section 18
to the southwest corner of C.S.M. No. 5155;
thence N89°10'04"E, 434.80 feet (recorded as N89°11'30"E, 435.0 feet) along the south line of C.S.M. No.
5155 to the southeast corner of said C.S.M. No. 5155;
thence N01°55'18"W, 265.96 feet (recorded as N01°53'20"W, 266.0 feet) along the east line of C.S.M. No.
5155 to the south line of C.S.M. No. 1185;
thence N89°11'10"E (recorded as N89°11'30"E), 300.88 feet along said south line to the southeast corner of
C.S.M. No. 1185;
thence N01°53'40"W (recorded as N01°53'20"W), 228.66 feet along the east line of C.S.M. No. 1185 to the
south line of the Northeast 1/4 of the Southeast 1/4 of Section 18;
thence N88°31'34"E, 0.86 feet along said south line to the west line of the East 8 acres of the South 18 acres
of the Northeast 1/4 of the Southeast 1/4 of Section 18;
thence N01°52'17"W, 591.53 feet along said west line to the north line of the South 18 acres of the
Northeast 1/4 of the Southeast 1/4 of Section 18;
thence N88°31'34"E, 589.13 feet along said north line to the east line of the Southeast 1/4 of Section 18;
thence S01°52'17"E, 1918.27 feet along said east line to the POINT OF **BEGINNING**.
Containing 39.57 acres (1,723,640 square feet).

Subject to Vinburn Road and Norway Road rights-of-way.
Subject to a temporary turn-around at the East end of Fern Drive.
Subject to all easements of record.

Exhibit "B"
Long-Term Stormwater Management Maintenance Provisions

PERMANENT COMPONENTS OF THE STORMWATER SYSTEM

The stormwater system consists of the following components located on Outlots 1 and 2 and designated drainage easement areas:

- Stone trenches and grass buffer strips
- Stormwater ponds
- Stormwater basin banks and berms
- Culverts leading to ponds
- Stone weepers at pond outlets
- Pond release structures
- Drain tile to and perforated pipe in the infiltration area

INSPECTION AND MAINTENANCE

All components of the stormwater system shall be inspected at least semiannually in early spring and early fall. In addition, detention/infiltration areas shall be inspected after large storms for settling, cracking, erosion, leakage, sediment accumulation and the health and density of the vegetation.

Repairs will be made and accumulated sediment removed whenever the performance of a stormwater control structure is compromised. Eroded areas shall be re-vegetated immediately. Areas with native vegetation shall be maintained according to the prairie management plan specified below.

Insure the integrity of the stormwater pond outlets and structures. Promptly remove debris that may be clogging the outlets or interfering with the effectiveness of the stone weepers. Inspect stone riprap at the outlets of all culverts. Repair or replace as necessary. Check for undermining of the culvert inlet enwalls. Repair or reset end sections as necessary.

Monitor the large infiltration area on Outlot 2 for any sudden changes in the depth of the pool above the select fill over perforated distribution pipe. The infiltration area should appear nearly dry except during and immediately following major storm events. If not, this could be an indication that the infiltration trench is clogging and needs to be excavated to correct the problem.

Insure that runoff from all buildings are directed to pervious areas, such as lawns or other densely vegetated areas. Downspouts shall not be directed to driveways or other impervious areas. Insure that all such runoff is dispersed in a manner that does not contribute to soil erosion.

PROHIBITIONS

Mowing in buffer areas, pond banks and drainage ways will be minimized in order to maximize filtration of runoff except as specified in the prairie grass management plan. If occasional mowing is necessary, the mowing height of the buffer strip shall be no shorter than eight inches.

Applications of fertilizers, herbicides, pesticide or other chemical applications are prohibited in buffer areas, on pond banks and along drainage ways.

No component of the stormwater treatment system, including stormwater conveyances, the detention basin, infiltration trench and outlet, and grass buffer strip may be disturbed, obstructed or encroached upon in any way.

DUTY TO PROVIDE MAINTENANCE

In the event the Developer fails to perform its obligations under this agreement, the Town of Bristol and Dane County shall have the authority to inspect and maintain all components of the stormwater system. In such an event, all associated costs will be assessed back as a special charge against the property pursuant to Sec. 66.0627 Wis. Stats. Said charge shall be a lien on the property and shall be collected with the real estate taxes.

PRAIRIE GRASS MANAGEMENT PLAN

The following schedule outlines the maintenance and mowing guidelines of the grasses in and around the detention ponds.

YEAR 1

- Mow weeds and cover crop when they have reached a height of 12 inches. Do not allow weeds or cover crop to grow higher than 12 inches or they will shade out seedlings. This will be about once a month the first year. Mowing weeds on a regular basis during the first year is critical to the success to the establishment of the deep-rooted prairie grasses and wildflowers, and hence, the optimal long-term functioning of the proposed pond improvements.
- Mow to a height of 6 inches the first year. Perennial wildflowers and grasses grow slowly, and most will not grow taller than 6" their first year while annual and biennial weeds will grow much faster in the first two years. Keeping weeds cut will prevent the production of weed seeds that could cause problems the second year.
- Use a flail-type mower that chops up weeds as it mows, to prevent clippings from smothering the small prairie seedlings.
- Do not mow the year's growth at the end of the first season. Leave it to protect the young plants over the winter.
- Do not pull weeds during the first year to prevent damaging the small, fragile seedlings. If necessary, cut off large, well-established weeds with pruning shears at their base and remove any seed bearing weeds from the site immediately after cutting.

YEAR 2

- Mow plantings down to the ground and rake off cuttings during mid-spring of the second year. At this stage, prairie plants are still small and have not yet gained full control of the soil environment.
- If weeds are a problem, mow to a height of one foot in late spring or early summer (when they are in full bloom, usually early to late June). Mowing weeds when they are in full bloom will usually kill them while prairie plants are rarely more than a foot tall in June of the second year.

YEAR 3

Mow prairie right down to the soil surface (or within one inch of the ground) and rake off all cuttings to expose the soil to the sun. This simulates the effect of fire by removing the previous year's vegetation, and by cutting back cool season grasses and weeds that have already begun active growth. The time to mow wet grasses is in mid-spring, when the buds of the Sugar Maple tree (*acersaccharum*) are just opening in spring. Do not mow or burn after new plant growth has reached one foot or taller, as you risk damaging the prairie plants. Dry prairies should be mown in late fall after most of the native plants have gone dormant.

BEYOND YEAR 3

After the third year, institute a program of rotational mowing of one-half of the pond every other year. The mowed portions will have a different appearance from the un-mowed portions, increasing the landscape diversity of habitat for wildlife. Mowing/burning frequencies of every other year prevent the invasion of woody species; longer intervals tend to allow the establishment of trees and shrubs.

Permit ES2007-0042



9 0 4 9 6 8 4
Tx:8796847

AGREEMENT FOR MAINTENANCE OF STORMWATER MANAGEMENT MEASURES

**THIS FORM MUST BE FILLED OUT USING BLACK INK, AND MUST
BE COMPLETELY LEGIBLE – NO FAXED COPIES SHOULD BE USED**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5268640**

09/16/2016 2:28 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 5

RECITALS:

- A. Burnson's Ridge Homeowners Association, Inc. ("Owner") is the owner of Outlot 2 in Burnson's Ridge, Town of Bristol, County of Dane, State of Wisconsin, and is also responsible for the maintenance of the public stormwater easements located on Lots 13-18, as shown on the plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin (collectively "Property").
- B. The County requires Owner to record this Agreement regarding maintenance of stormwater management measures to be located on the Property. Owner agrees to maintain the stormwater management measures and to grant to the County the rights set forth below.

NOW, THEREFORE, in consideration of the agreement herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the owner agrees as follows:

1. Maintenance. Owner and its successors and assigns shall be responsible to repair and maintain the stormwater management measures located on the Property in good condition and in working order and such that the measures comply with approved plans on file with Dane County. Said maintenance shall be at the Owner's sole cost and expense. Owner will conduct such maintenance or repair work in accordance with all applicable laws, codes, regulations, and similar requirements. Specific maintenance tasks are more particularly described on Exhibit A.
2. Easement to County. If Owner fails to maintain the stormwater management measures as required in Section 1, then County shall have the right, after providing Owner with written notice of the maintenance issue ("Maintenance Notice") and thirty (30) days to comply with the County's maintenance request, to enter the Property in order to conduct the maintenance specified in the Maintenance Notice. County will conduct such maintenance work in accordance with all applicable laws, codes, regulations, and similar requirements and will not unreasonably interfere with Owner's use of the Property. All costs and expenses incurred by the County in conducting such maintenance may be charged to the owner of the Property by placing the amount on the tax roll for the Property as a special assessment in accordance with Section 66.0703, Wis. Stats. and applicable portions of the Dane County Ordinances.
3. Term/Termination. The term of this Agreement shall commence on the date that this Agreement is recorded with the Register of Deeds Office for Dane County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. Notwithstanding the foregoing, this Agreement may be terminated by recording with the Register of Deeds Office for Dane County, Wisconsin, a written instrument of termination signed by the County and all of the then-owners of the Property.
4. Miscellaneous.
 - (a) Notices. Any notice, request or demand required or permitted under this Agreement shall be in writing and shall be deemed given when personally served or three (3) days after the same has been deposited with the United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Owner: Burnson's Ridge Homeowners Association, Inc.
c/o William M. Paulson, President
4607 Oak Springs Circle
DeForest, Wisconsin 53532

If to County: Dane County Land & Water Resources Department
Water Resource Engineering Division
5201 Fen Oak Drive, Room 208
Madison, WI 53718

This space is reserved for recording data

Return to:

Dane County Land & Water Resources
5201 Fen Oak Dr., Rm. 208
Madison, Wisconsin 53718


Parcel Number(s):

See Attached Parcel List

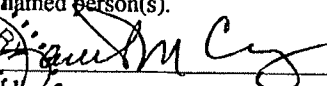
Any party may change its address for the receipt of notice by written notice to the other.

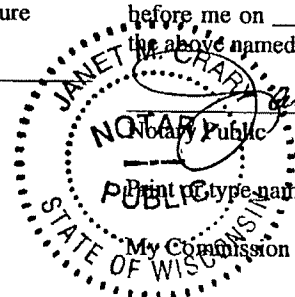
- (b) Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.
- (c) Amendments or Further Agreements to be in Writing. This Agreement may not be modified in whole or in part unless such agreement is in writing and signed by all parties bound hereby.
- (d) Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants running with the land, binding upon, inuring to the benefit of, and enforceable by the parties hereto and their respective successors and assigns.
- (e) Partial Invalidity. If any provisions, or portions thereof, of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ATTENTION OWNER(S): THE DANE COUNTY LAND CONSERVATION DIVISION MUST REVIEW THIS DOCUMENT IN ITS ENTIRETY, AND THEN SIGN IT BEFORE A NOTARY. DO NOT RECORD THIS DOCUMENT UNTIL IT HAS BEEN APPROVED BY DANE COUNTY LAND CONSERVATION. USE BLACK INK ONLY.

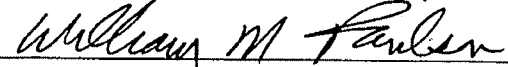
X 
Water Resource Engineering Division Staff Signature
JASON TUGGLE
Print or type name

State of WI, County of Dane; Subscribed and sworn before me on September 16, 2016 by the above named person(s).

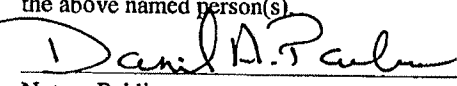

Print or type name: Janet M. Cray
My Commission Expires: 8-30-2019



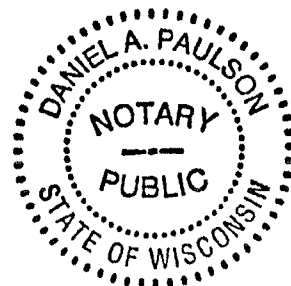
BURNSON'S RIDGE HOMEOWNERS ASSOCIATION, INC.

X By: 
Owner Signature
William M. Paulson, President
Print or type name

State of WI, County of Dane; Subscribed and sworn before me on September 15, 2016 by the above named person(s).


Notary Public
Print or type name: Daniel A. Paulson
My Commission Expires: 2-24-18

DRAFTED BY: Michael J. Lawton
Boardman & Clark LLP
Robb Remiker, PE
Sudbury Consultants, LLC



PERMIT # Sm 2016-0225

EXHIBIT A

Legal Description of Property:

PN: 012/0911-184-1533-0 Burnson's Ridge Lot 13
PN: 012/0911-184-1544-0 Burnson's Ridge Lot 14
PN: 012/0911-184-1555-0 Burnson's Ridge Lot 15
PN: 012/0911-184-1566-0 Burnson's Ridge Lot 16
PN: 012/0911-184-6107-0 Burnson's Ridge Lot 17
PN: 012/0911-184-6118-0 Burnson's Ridge Lot 18
PN: 012/0911-184-6300-0 Burnson's Ridge Outlot 2

Maintenance Provisions:

Dry Stormwater Ponds/Basins

- The Owner shall visually inspect the pond, outlet structure, and pond perimeter annually.
- The pond perimeter area shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure.
- No plantings or structures of any kind are permitted within the detention pond area, without prior written approval of the County.
- Siltation in the pond shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be required when pond depth is decreased by six (6) inches or more or as required by the County.
- The Owner shall maintain records of inspections and mowings.

Riprap

- Riprap should be inspected annually and after all storm events greater than 0.5 inches for displaced stones and erosion. All necessary repairs should be made immediately.
- Accumulated sediment should be removed periodically.

Infiltration Basin

- Owner shall construct the Infiltration Basin in accordance with plans approved by the County. Owner shall maintain records of installation, inspections, cleaning and any other maintenance all in accordance with the applicable Ordinances.
- Visual Inspection of the Infiltration Basin shall be performed monthly to identify and repair eroded areas and remove litter and debris, if applicable.
- The Owner shall maintain plant seedlings by watering, weeding, hand pulling and/or herbicide applications, as required to establish healthy, viable plantings. Herbicide treatments shall be performed by licensed applicators who are experienced with native and non-native plant identification. Herbicides will be used in full conformance with label requirements and application techniques will limit overspray and damage to off-target species.
- The Owner is responsible for mowing native plantings at a frequency to prevent significant flowering and seed set of annual weed species and cover crops. Mowing should be timed to maximize the annual weeds and cover crop cut down in one mowing. Mowing should not be so frequent as to train non-native weeds or cover crops to spread laterally and become shading ground covers. Vegetation should be mowed at a height of approximately 6 inches allowing ample sunlight to still reach the ground after the mowing. Care should be taken

during the mowing operation to prevent the creation of any ruts, sources of erosion, or other damage to the basin landscape. Expect two to three mowing applications in the initial growing season after seeding.

- The Owner is responsible for a spot selective invasive weed control treatment on the entire basin area once in the initial growing season, two times in the first full growing season after seeding, two times in the second full growing season after seeding, and three times in the third full growing season after seeding. This can include combinations of hand weed control and selective herbicide treatment. Herbicide treatment can be conducted with tools such as hand held or backpack sprayers. Examples of common invasive species to be controlled from spread are Narrow-leaved cattail and reed canary grass in wetland areas; Canada thistle, Flowering spurge, Common teasel, Sweet clover, Red clover, Wild parsnip are examples of more upland type species to be controlled. Applications to perennial weeds need to occur prior to seed formation of such species. If such species do go to seed, contractor is responsible for cutting the seed heads, bagging them, and removing them from the project site. Herbicide applications that are necessary must be performed by qualified personnel trained in the identification of native species and also licensed appropriately for herbicide applications in the state or region in which they are applying.
- Burning is an excellent management tool for native plantings once established with the methods documented above. Typically after the third full growing season after seeding, a prescribed burn can be conducted at the project site. The Owner shall perform all necessary actions including preparing the burn plans, acquiring necessary permits, and preparing the fire breaks. Adjacent property owners must be notified and appropriate signage shall be placed along roadways.
- Watering shall be provided every day for the first 10 days after installation, if rainfall is not sufficient. If plantings are planted in spring, water for 3 to 6 weeks after seed placement. If plantings are planted in the fall, water for 3 to 6 weeks in the spring if dry conditions exist until established. Apply water in a manner to preclude puddling, washing and erosion. The equivalent of one-half inch of rainfall per week shall be considered the minimum until germination.
- Snow shall not be dumped directly onto the Infiltration Basin
- Repair shall be required when system shows standing water beyond 72 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of sandy loam or courser material with a sand/compost/topsoil mix on the top and restoration in-kind. Restoration of plant material shall be by plugging, not seeding alone.
- Any alterations to approved Infiltration Basin shall be approved by the County. Owner shall maintain records of inspections, cleaning and replacement of the Infiltration Basin all in accordance with the County Ordinances.

Wet Forebay

- The wet forebay shall be installed and maintained in accordance with WDNR Conservation Practice Standard #1001 Wet Detention Pond.
- The Owner shall visually inspect the pond outlet structure and pond perimeter annually.
- The pond perimeter area shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to the outlet structure. A buffer area shall be maintained at the water's edge to discourage pond usage by migratory fowl. This buffer (15 to 20 feet wide) shall be mowed once per year after December 1st or prior to April 15th of each year.
- No plantings or structures of any kind are permitted within the retention pond area, without prior written approval of the County.

- A topographic survey of the forebay bottom shall be taken once every five (5) years. The survey shall be of sufficient detail so as to insure maintenance of the forebay is at the design depth and integrity of the 10 to 1 sloped safety bench along the waters edge.
- Siltation in the pond, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 347. Dredging shall be required when pond depth is decreased by two (2) feet or more or as required by the County.
- The Owner shall maintain records of inspections, mowings, and survey data.

Stone Trench:

- The Owner shall install and maintain a rock filled trench using three (3) inch diameter clear stone with filter fabric as shown on the approved plan set.
- Said rock filled trench is installed for infiltration of the stormwater runoff.
- Maintenance shall be, at a minimum, annual visual inspection. More specifically, debris shall be removed or replaced needed.
- Owner shall maintain records of inspections, cleaning, and stone replacement of the trench.



**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5272523**

10/03/2016 11:11 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 3

**TERMINATION OF TEMPORARY TURN AROUND
EASEMENT ON LOT 13, BURNSON'S RIDGE, TOWN
OF BRISTOL, DANE COUNTY, WISCONSIN**

Town of Bristol, a body corporate and politic, located in Dane County, Wisconsin ("Town"), for itself and its successors and assigns, does hereby fully and forever release and terminate the "Temporary Turn Around Easement" on Lot 13, Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, as shown on the plat of Burnson's Ridge, Town of Bristol Dane County Wisconsin, which Temporary Turn Around Easement is legally and graphically described on Exhibit A hereto.

This instrument shall be governed by and construed in accordance with the laws of the state of Wisconsin. This instrument shall be binding upon and inure to the benefit of the undersigned, and its successors and assigns. This instrument may be modified only by an instrument in writing executed by the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 22nd day of September, 2016.

DRAFTED BY AND RETURN TO:

MICHAEL J. LAWTON
BOARDMAN & CLARK LLP
1 S PINCKNEY ST STE 410
MADISON, WI 53703-4256

PARCEL IDENTIFICATION NUMBER(S)

012/0911-184-1533-0

TOWN OF BRISTOL

By:

Gerald H. Derr, Town Chair

Attest:

Sandy Klister, Town Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 22nd day of September, 2016, before me, a Notary Public, personally appeared Gerald H. Derr and Sandy Klister, to me known, who being by me duly sworn did depose and say that they executed said document on behalf of the Town of Bristol, as the Chair and Clerk thereof, respectively.

Mark B Hazelbaker
Mark B Hazelbaker
Notary Public, State of Wisconsin
My Commission: is permanent

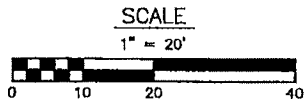
This instrument drafted by Michael J. Lawton.

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

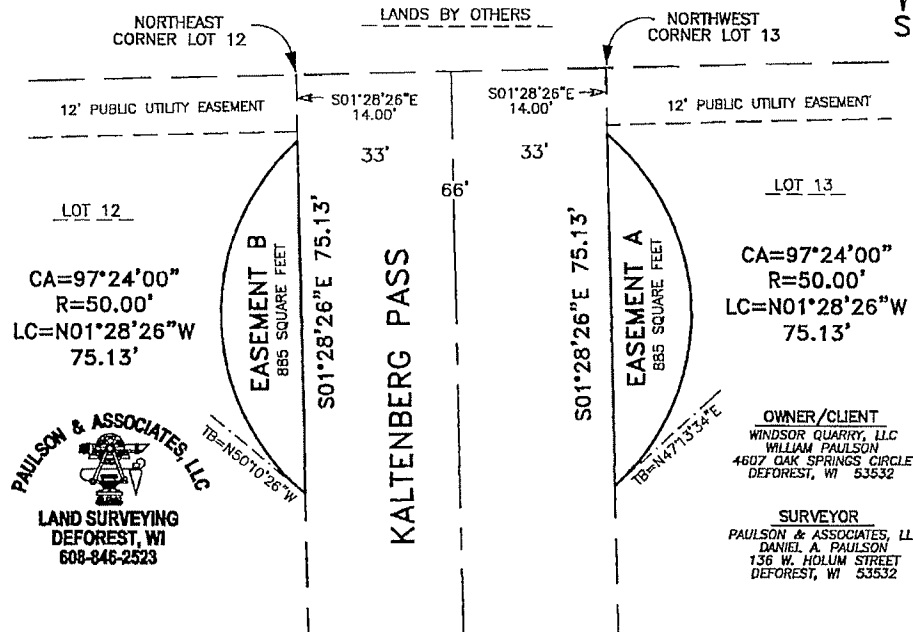
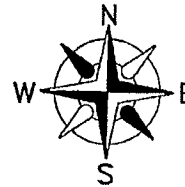
EXHIBIT "A"

MAP OF EASEMENT

BEING PART OF LOT 12 & 13, BURNSON'S RIDGE; LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 18, T9N, R11E, TOWN OF BRISTOL, DANE COUNTY, WISCONSIN
(PLOTTED 9-19-16)



BASIS OF BEARINGS
THE WEST LINE OF LOT 13 IS
RECORDED TO BEAR S01°28'26"E.



LEGAL DESCRIPTION FOR RIGHT-OF-WAY EASEMENT

Being part of Lots 12 & 13, Burnson's Ridge; Located in the NE 1/4 of the SE 1/4, Section 18, Town 9 North, Range 11 East, Town of Bristol, Dane County, Wisconsin, described as follows:

EASEMENT A (LOT 13)

COMMENCING at the Northwest Corner of Lot 13, Burnson's Ridge;
thence S01°28'26"E, 14.00 feet along the west line of Lot 13, Burnson's Ridge to the POINT
OF BEGINNING;
thence continuing along the west line of Lot 13, Burnson's Ridge, S01°28'26"E, 75.13 feet to a point
on a curve;
thence along said curve to the left with a central angle of 97°24'00", a radius of 50.00 feet and a
long chord of N01°28'26"W, 75.13 feet to the POINT OF BEGINNING.
Containing 885 Square Feet.
Subject to all easements of record.

EASEMENT B (LOT 12)

COMMENCING at the Northeast Corner of Lot 12, Burnson's Ridge;
thence S01°28'26"E, 14.00 feet along the east line of Lot 12, Burnson's Ridge to the POINT
OF BEGINNING;
thence continuing along the east line of Lot 12, Burnson's Ridge, S01°28'26"E,
75.13 feet to a point on a curve;
thence along said curve to the right with a central angle of
97°24'00", a radius of 50.00 feet and a long chord of
N01°28'26"W, 75.13 feet to the POINT OF BEGINNING.
Containing 885 Square Feet.
Subject to all easements of record.

Daniel A. Paulson
Daniel A. Paulson PLS-1699

9-19-16
Date



2

D



9 0 5 5 6 3 2
Tx:8800768

PUBLIC STREET RIGHT-OF-WAY EASEMENT

The undersigned, being the owner of Lots 12 and 13, Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell, assign, convey and warrant unto the Town of Bristol, a body corporate and politic located in Dane County, Wisconsin, Grantee, a perpetual, exclusive easement for street right-of-way purposes, on, under, across and over those portions of said Lots 12 and 13, Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, which are graphically and legally described as "Easement A" and "Easement B" on Exhibit A attached hereto and incorporated by reference herein.

This easement is granted for public street right-of-way purposes and the real property subject to the easement granted herein shall be under the management and control of Grantee, provided however that Grantor shall be responsible for the completion, at Grantor's expense, of any public street and stormwater management improvements required by the Grantee within said public street right-of-way easement pursuant to the development agreement between Grantor and Grantee for the plat of Burnson's Ridge, which construction shall be conducted by Grantor in accordance with said development agreement and all applicable laws, ordinances and regulations of federal, state and local authorities. Grantor shall at no time build, construct, place or install any building, structure or other improvements within the easement granted hereby without the consent of Grantee.

This instrument is binding upon and inures to the benefit of the Grantor and Grantee, and their heirs, personal representatives, successors and assigns.

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5272524**

10/03/2016 11:11 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 3

Return to:

Town Clerk, Town of Bristol
7747 County Road N
Sun Prairie, WI 53590

Parcel Nos.:

012/0911-184-1522-0

012/0911-184-1533-0

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

By: Susan K. Paulson
Susan K. Paulson, Member

STATE OF WISCONSIN)
COUNTY OF DANE) ss.

Personally came before me this 19th day of September, 2016, the above-named William M. Paulson and Susan K. Paulson, who duly acknowledged that they executed the foregoing instrument on behalf of Windsor Quarry, LLC.

Daniel A. Paulson
Daniel A. Paulson
Notary Public, State of Wisconsin
My Commission expires: 2-24-18

*This instrument drafted by
Michael J. Lawton*

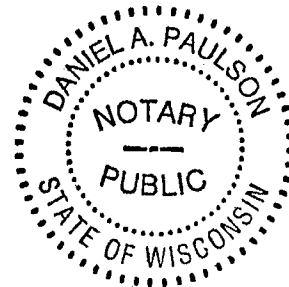
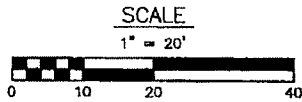


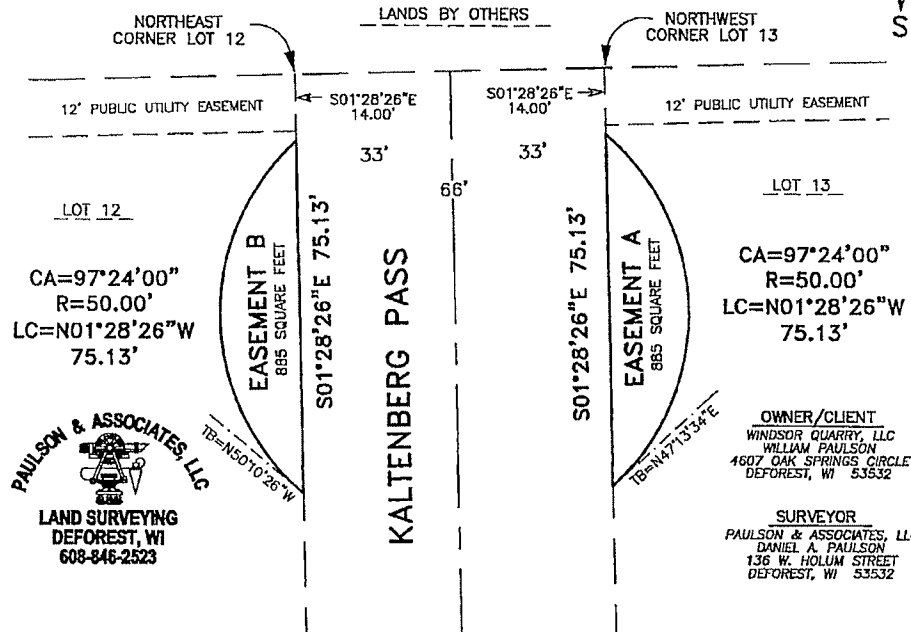
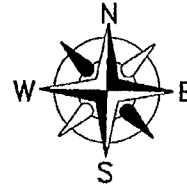
EXHIBIT "A"

MAP OF EASEMENT

BEING PART OF LOT 12 & 13, BURNSON'S RIDGE; LOCATED IN THE NE 1/4 OF THE SE 1/4, SECTION 18, T9N, R11E, TOWN OF BRISTOL, DANE COUNTY, WISCONSIN
(PLOTTED 9-19-16)



BASIS OF BEARINGS
THE WEST LINE OF LOT 13 IS
RECORDED TO BEAR S01°28'26"E.



LEGAL DESCRIPTION FOR RIGHT-OF-WAY EASEMENT

Being part of Lots 12 & 13, Burnson's Ridge; Located in the NE 1/4 of the SE 1/4, Section 18, Town 9 North, Range 11 East, Town of Bristol, Dane County, Wisconsin, described as follows:

EASEMENT A (LOT 13)

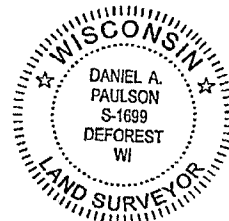
COMMENCING at the Northwest Corner of Lot 13, Burnson's Ridge;
thence S01°28'26"E, 14.00 feet along the west line of Lot 13, Burnson's Ridge to the POINT OF BEGINNING;
thence continuing along the west line of Lot 13, Burnson's Ridge, S01°28'26"E, 75.13 feet to a point on a curve;
thence along said curve to the left with a central angle of 97°24'00", a radius of 50.00 feet and a long chord of N01°28'26"W, 75.13 feet to the POINT OF BEGINNING.
Containing 885 Square Feet.
Subject to all easements of record.

EASEMENT B (LOT 12)

COMMENCING at the Northeast Corner of Lot 12, Burnson's Ridge;
thence S01°28'26"E, 14.00 feet along the east line of Lot 12, Burnson's Ridge to the POINT OF BEGINNING;
thence continuing along the east line of Lot 12, Burnson's Ridge, S01°28'26"E, 75.13 feet to a point on a curve;
thence along said curve to the right with a central angle of 97°24'00", a radius of 50.00 feet and a long chord of N01°28'26"W, 75.13 feet to the POINT OF BEGINNING.
Containing 885 Square Feet.
Subject to all easements of record.

Daniel A. Paulson
Daniel A. Paulson PLS-1699

9-19-16
Date





9 0 5 0 4 9 8
Tx:8797420

Document Number

**BY-LAWS
BURNSON'S RIDGE HOMEOWNERS
ASSOCIATION, INC.**

**KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS**

**DOCUMENT #
5269161**

09/20/2016 8:30 AM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 11

Recording Data

Prepared by:
Michael J. Lawton
Boardman & Clark
P.O. Box 927
Madison, WI 53701-0927

Parcel Identification Number (PIN)

<u>0911-184-1500-0</u>	<u>0911-184-6089-0</u>
<u>0911-184-1511-0</u>	<u>0911-184-6107-0</u>
<u>0911-184-1522-0</u>	<u>0911-184-6118-0</u>
<u>0911-184-1533-0</u>	<u>0911-184-6129-0</u>
<u>0911-184-1544-0</u>	<u>0911-184-6140-0</u>
<u>0911-184-1555-0</u>	<u>0911-184-6151-0</u>
<u>0911-184-1566-0</u>	<u>0911-184-6162-0</u>
<u>0911-184-6001-0</u>	<u>0911-184-6173-0</u>
<u>0911-184-6012-0</u>	<u>0911-184-6184-0</u>
<u>0911-184-6023-0</u>	<u>0911-184-6195-0</u>
<u>0911-184-6034-0</u>	<u>0911-184-6206-0</u>
<u>0911-184-6045-0</u>	<u>0911-184-6217-0</u>
<u>0911-184-6056-0</u>	<u>0911-184-6228-0</u>
<u>0911-184-6067-0</u>	<u>0911-184-6275-0</u>
<u>0911-184-6078-0</u>	<u>0911-184-6300-0</u>

BY-LAWS
BURNSON'S RIDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1--Name and Location

The name of the corporation is Burnson's Ridge Homeowners Association, Inc., hereinafter referred to as the "Association." The principal office of the Association shall initially be located at 4607 Oak Springs Circle, DeForest, Wisconsin 53532, but meetings of Members and Directors may be held at other places within Dane County, Wisconsin.

ARTICLE 2--Definitions

For purposes of these By-Laws, the following terms shall be defined in the following manner:

2.1. "Association" shall mean and refer to the Burnson's Ridge Homeowners Association, Inc.

2.2. "Board" shall mean and refer to the Board of Directors of the Association.

2.3. "Declaration" shall mean the Declaration of Covenants, Restrictions, Conditions and Easements, and all amendments thereto, for the Plat of Burnson's Ridge.

2.4. "Declarant" and "Developer" shall be used interchangeably and collectively to refer to Windsor Quarry, LLC, and its successors and assigns.

2.5. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

2.6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, as defined in the Articles of Incorporation of the Association.

2.7. "Property" shall mean and include the following described real estate: All residential lots located in the Plat of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin.

ARTICLE 3--Meeting of Members

3.1. Annual Meetings. The annual meeting of Members shall be held on the first Wednesday of May of each year. At the annual meeting, the Members shall, except to the extent of Declarant Control or Town Control as hereinafter set forth, elect directors.

3.2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association, or upon written request of the Members who are entitled to vote one-third (1/3) of all votes of the Association.

3.3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the president or person authorized to call the meeting, by delivering written notice, either personally or by mail, at least thirty (30) days before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

3.4. Quorum. The presence at the meeting of one-fourth (1/4) of the Members entitled to cast, or proxies entitled to cast, votes shall constitute a quorum for any action of the membership and the vote of a majority of the Members present at such meeting shall constitute the act of the membership, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, a quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time-to-time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

3.5. Proxies. At all meetings of Members, each Member shall vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon termination of membership status.

ARTICLE 4--Board of Directors

4.1. Number. The affairs of the Association shall be managed by a Board of three (3) Directors, who need not be Members of the Association.

4.2. Term of Office. Each Director shall serve for a term of one year, and thereafter until his successor has been duly elected.

4.3. Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association if Declarant Control or Town Control under Article 6 hereof is not in effect. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, subject to Declarant Control or Town Control under Article 6 hereof.

4.4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

4.5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5--Meeting of Directors

5.1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. One such regular meeting shall occur on the first Wednesday of May, annually, immediately following the annual meeting of the Members.

5.2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any Director, after not less than three days' notice to each Director.

5.3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE 6--Rights of Declarant and Town of Bristol

6.1. Declarant Control. Notwithstanding anything else herein contained, the Declarant shall have the exclusive right to appoint and remove at any time, without a meeting of the Members of the Board of Directors and without notice, all Members of the Board of Directors until the earlier of (a) the conveyance or dedication by Declarant of all of the real estate (exclusive of outlots) owned by Developer now or hereafter within the Plat

of Burnson's Ridge, Town of Bristol, Dane County, Wisconsin, or (b) the written release by the Declarant of Declarant Control and the filing of such release with the Secretary of the Association, whichever occurs earlier. Such release may be given by the Declarant at any time (a) after a period of ten (10) years from the date of recording of the final Plat of Burnson's Ridge, or (b) after seventy-five (75%) percent of the lots (other than outlots) within the Plat of Burnson's Ridge have been sold, whichever occurs first. Within thirty (30) days following occurrence of the event terminating Declarant Control, a special meeting of Members shall be held for the purpose of electing new Directors, and the elected Directors shall take office immediately upon election. Declarant Control shall thereupon cease.

6.2 Town Control. Notwithstanding anything else herein contained, the Town of Bristol ("Town") shall have exclusive right to appoint and remove at any time, without a meeting of the Members of the Board of Directors and without notice, all Members of the Board of Directors in the event of any default in the performance of the obligations of the Association to the Town of Bristol in connection with the operation, maintenance, repair and replacement of the common areas within the Plat of Burnson's Ridge, and provided further that the Town of Bristol shall have first given notice of default to the Association and such default shall not have been completely cured within thirty (30) days after the date of receipt of such notice of default by the Association. Town Control shall continue until such time as all defaults by the Association with respect to such operation, repair and maintenance have been cured in full, and the Association has provided an adequate assurance of future performance of its obligations to the Town, and the adequacy of such assurance shall be determined in the reasonable discretion of the Town of Bristol. In the event that Declarant Control as defined in these By-Laws is in effect at the time that the Town may exercise Town Control under this section, Town Control shall be superior to Declarant Control under these By-Laws and the Town may exercise such control notwithstanding the continued existence of Declarant Control, but upon the end of Town Control, Declarant Control shall resume once Town Control ceases. The exercise of Town Control pursuant to this section shall not constitute the exercise of eminent domain powers with respect to, nor any inverse condemnation with regard to, any lands within the Plat of Parker's Place which are owned by the Association. In the event Town Control is exercised pursuant to this section, Town Control shall not constitute adverse possession of, nor a dedication of any lands within, the Plat of Burnson's Ridge which are owned by the Association, and the exercise of Town Control under this section with respect to any such lands shall be deemed a permissive use by the Town. The public shall have no right to use any lands within the Plat of Burnson's Ridge which are owned by the Association, during such time as Town Control is exercised pursuant to this section.

**ARTICLE 7--Powers and Duties
of the Board of Directors**

7.1. Powers. The Board of Directors, including, but not limited to, any period in which Town Control is in effect, shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the common areas and property of the Association, including recreational facilities, if constructed or developed by Declarant, the Association or any other person.

(b) Suspend the voting rights and any and all other rights and privileges of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

(c) Exercise for the Association all powers, duties and authority vested in and delegated to the Association and not reserved to the membership by other provisions of the By-Laws, Articles of Incorporation or Declaration.

(d) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three consecutive regular meetings of the Board.

(e) Employ independent contractors or such employees as they deem necessary, and prescribe their duties.

(f) Authorize the issuance of non-voting associate memberships in the Association for specified terms, for the purpose of allowing persons other than Members to use the facilities of the Association, and to set and collect the dues, fees or charges therefor.

7.2. Duties. It shall be the duty of the Board of Directors, including, but not limited to, during any period in which Town Control is in effect, to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the

Members, or at any special meeting when such statement is requested in writing by one-third (1/3) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed.

(c) As more fully provided in the Declaration, to:

(i) At its regular meeting held in December, annually, determine an annual budget and make the assessments authorized by the Declaration for the ensuing year.

(ii) Following the regular meeting held in December, annually send written notice of each assessment to every Owner subject thereto.

(iii) Take appropriate measures to collect assessments which are not paid in a timely fashion.

(iv) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid.

(v) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association.

(vi) Cause the common areas, including any recreational facilities, decorative and ornamental lighting, if constructed by Declarant, the Association or any other person, and the Plat entrance sign, to be managed and maintained.

(vii) Act as, or in the alternative elect the Members of, the Architectural Control Committee as provided in the Declaration, charge a reasonable fee for the review of plans, and include in the budget, if needed, a sum to pay the costs of enforcement of the Declaration.

ARTICLE 8--Officers and Their Duties

8.1. Enumeration of Officers. The officers of this Association shall be a president, vice president, secretary and treasurer, and such other officers as the Board may from time-to-time by resolution create.

8.2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

8.3. Term. The officers of the Association shall be elected annually by the Board and shall hold office for one year and thereafter until his successor is appointed, unless such officer shall sooner resign, or shall be removed or otherwise be disqualified to serve.

8.4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time-to-time, determine.

8.5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7. Multiple Offices. One person may hold more than one office in the Association, provided that the president and vice president, and the president and secretary shall at all times be separate individuals.

8.8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board and the Members, shall see that orders and resolutions of the Board are carried out, and shall sign all written instruments.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, serve notice of meetings of the Board and of the Members, keep appropriate current records

showing the Members of the Association together with their addresses, and perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board, keep proper books of account, and shall prepare an annual budget, and a statement of income and expenditures to be presented to the Board at its first meeting of each year.

ARTICLE 9--Books and Records

The books, papers and records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member and by the Town. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE 10--Assessments

As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the lot against which the assessment is made. Any assessment which is not paid within sixty (60) days from the date of levy shall be delinquent. Delinquent assessments shall become liens and bear interest as provided in the Declaration. The Association may bring action at law against the Owner personally obligated to pay the same or foreclose against the Owner's lot(s) as to which a lien has attached, and interest, costs and reasonable attorney fees of such action shall be added to the amount of such assessment. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the liens securing the same.

ARTICLE 11--Corporate Seal

The Association shall have no corporate seal.

ARTICLE 12--Amendments

12.1. These By-Laws shall be amended at a regular or special meeting of the Board of Directors or of the Members. Notwithstanding the foregoing, the voting rights of the Members are denied until such time as Declarant Control (as defined in Section 6.1 of these

By-Laws) has expired or been terminated, or during such time as Town Control (as defined in Section 6.2 hereof) is in effect, except that no amendment shall be made to any provision hereof which modifies the Town Control rights of the Town hereunder, without the written consent of the Town of Bristol.

12.2. In the case of conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE 13--Fiscal Year

The fiscal year of the Association shall begin on the first day of January and shall end on the last day of December of every year, except that the first fiscal year shall begin on the day of incorporation.

IN WITNESS WHEREOF, we, being officers of Burnson's Ridge Homeowners Association, Inc. have hereunto set our hands this 15th day of September, 2016.

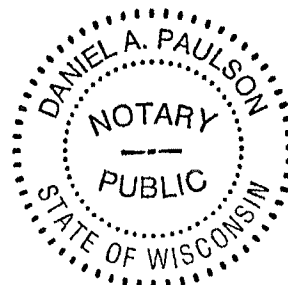
William M. Paulson
William M. Paulson, President

Susan K. Paulson
Susan K. Paulson, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 15th day of September, 2016, 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 are President and Secretary of Burnson's Ridge Homeowners Association, Inc., and that they are authorized to execute said document on behalf of such corporation.

Daniel A. Paulson
Notary Public, State of Wisconsin



My Commission expires: 2-24-18.

*This instrument drafted by
and to be returned to:
Michael J. Lawton
P.O. Box 1507
Madison, WI 53701-1507*