

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

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

ARTICLE 1

Definitions

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

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

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

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

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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

091013440011
091013420221
091003420331
091013440121
091013440231
Parcel Identification Numbers

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ARTICLE 2

Property Subject to this Declaration

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

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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