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**DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS AND
EASEMENTS FOR THE PLAT OF
WINDSOR GARDENS,
TOWN OF WINDSOR,
DANE COUNTY, WISCONSIN**

COPY

Donald C. Tierney and Joanne K. Tierney, husband and wife, and Apple Apartments, LLC, a Wisconsin limited liability company (collectively, the "Developer"), owners of the real estate in the Town of Windsor, Dane County, Wisconsin, which has been platted as the Plat of Windsor Gardens (the "Property"), hereby declare 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

See attached list
Parcel Identification Number

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 Donald C. Tierney and Joanne K. Tierney, husband and wife, and Apple Apartments, LLC, 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 Windsor Gardens, Town of Windsor, 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 Windsor, Dane County, Wisconsin, shall be known as the Plat of Windsor Gardens, Town 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 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. All plans shall conform to and comply with the terms of Exhibit A hereto. In the case of condominium buildings, the plans, specifications, site, grading and landscaping plans for all such buildings must also be approved by the Town of Windsor.

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 Windsor Gardens 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. In the case of any condominium buildings, any such alteration shall also be approved by the Town of Windsor.

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 Lots _____ may be used for duplex condominium purposes, and 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 1600 square feet.**
- (b) No two-story building shall have less than 2000 square feet.**
- (c) No raised ranch, bi-level, or tri-level building shall have less than 2000 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.

The Developer or the Committee may establish minimum floor area requirements for the duplex condominium lots 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. The Developer or the Committee may establish garage requirements for the duplex condominium lots within the Property.

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, except that the Developer or the Committee may establish different limitations with regard to domestic animals for the condominium lots within the Property. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No dog which is a pit bull, or Doberman, 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.

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, but this shall not apply to trails.

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 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, except that the Developer or the Committee may establish different limitations with respect to any duplex condominium lots within the Property. 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.

A. 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-five (25%) percent of the lot area not covered by residence, garage and driveway.

B. All lot owners whose lots abut or adjoin a public trail or trail owned or maintained by the Association, within the Subdivision, shall maintain the lawn or grass area next to the trail up to and abutting the paved surface of the trail, including, but not limited to, the mowing of the grass, the control of weeds and the trimming and pruning of shrubs, bushes, trees and other vegetation, all in a workmanlike manner and with reasonable frequency. In the event that any lot owner does not maintain such area adjoining or abutting a trail in the manner required herein, the Town of Windsor may give written notice and opportunity to cure of not less than thirty (30) days duration to the owner of the lot in question, and in the event that such default is not cured within such time period by the owner, the Town may enter the applicable lot and mow or otherwise maintain such area abutting the trail at the expense of the owner of the lot. Any costs incurred by the Town under this paragraph shall be a special charge on the tax bill for such lot and constitute a lien upon such lot, as provided in sec. 66.0627, Wis. Stats., and the owner hereby consents thereto and waives any notice or hearing in connection therewith. Interest on the delinquent amount shall accrue at the rate of 12% per annum.

C. The Windsor Gardens 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), except that this will not apply to public parks or other lands owned by or dedicated to the Town of Windsor.

As to any outlots owned by the Windsor Gardens 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 Windsor 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 Windsor, unless the Town of Windsor 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. No chain link fence shall be installed or built at anytime. Unless otherwise approved by the Developer or the Committee, all fences shall be ornamental iron or wrought iron and black in color.

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-five (25%) percent of the lot area not covered by the residence, garage and driveway. No burning barrels shall be allowed on any lot.

3.20. 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, without the consent of the Developer and the Town of Windsor. 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 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.

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 3.1, 3.4, 3.15, 3.20, 3.21, 3.23, 3.24, 3.27, 3.28, 3.33, 3.34 and 3.35 hereof may not be amended without the consent of the Town of Windsor.

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) 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 Windsor shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate such covenant or restriction or failing to perform such duties, and shall be awarded appropriate relief, including reasonable attorney fees and costs, to remedy said violation.

3.34. The Windsor Gardens 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 Windsor, 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 Windsor, the Town of Windsor 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 Windsor 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 (sec. 66.0627, Wis. Stats.), 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 Windsor 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 Windsor. 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 Windsor 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 Windsor 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.

ARTICLE 4

Windsor Gardens 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 Windsor Gardens 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 Windsor Gardens, 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 Windsor Gardens, Town of Windsor, 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 Windsor Gardens, Town of Windsor, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, establishing and maintaining plat entrance signs, providing private park and open space areas, and managing stormwater management areas serving the Plat. 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 or real estate in which the Association has an interest, 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 Windsor Gardens, 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 2009, in the following manner:

- (a) Budget. In December of each year starting in December 2008, 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, entrance sign(s), private park and open space areas, and stormwater management 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 Windsor Gardens 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. 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.

IN WITNESS WHEREOF, the undersigned have executed this instrument on this 29th day of April, 2008.


Donald C. Tierney

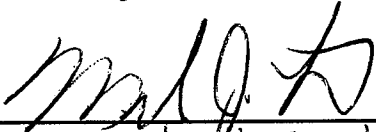

Joanne K. Tierney

APPLE APARTMENTS, LLC

By: 
Donald C. Tierney, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 29th day of April, 2008, before me, a Notary Public, personally appeared Donald C. Tierney and Joanne K. Tierney, to me known, who being by me duly sworn, did depose and say that they executed said document.



Michael J. Lawton
Notary Public, State of Wisconsin
My Commission: is relevant

**This instrument drafted by
Michael J. Lawton**

EXHIBIT A

ARCHITECTURAL AND DESIGN STANDARDS FOR WINDSOR GARDENS

The following architectural and design standards shall be deemed incorporated by reference into Section 3.1 and 3.4 of the attached Declaration as if set out in full therein, and shall apply to any improvements constructed within the Plat of Windsor Gardens:

1. YARD REQUIREMENTS

The distance from the lot line to the improvements on the lot for setback purposes shall be measured in the same manner for purposes hereof as provided in the Dane County Zoning Ordinance in effect on the date of adoption hereof.

Primary Buildings:

Front Yard

- There shall be a 30' minimum front yard setback measured from front lot line.

Side Yard

- There shall be a total side yard for both sides of not less than 25', and a side yard on each side of not less than 10'.

Rear Yard

- The principal building shall be set back a minimum distance of 50' from the rear yard lot line.

In the case of any lot which is zoned for residential condominium use, a condominium building shall be subject to the minimum setback requirements under the Windsor-Sun Prairie Extraterritorial Zoning Ordinance in effect on the date hereof.

2. DESIGN STANDARDS

General Standards:

All front entryways or porches shall be oriented toward the street.

Window, door and other architectural design elements are required on facades facing all public streets.

All chimneys and flues shall be fully enclosed with brick or stone.

Brick or stone on the foundations in the front and on both sides of the house shall be required as specified by the Developer or the Committee.

- All fascia shall be a minimum of 10" in width. No aluminum or vinyl fascia shall be allowed, unless such fascia has the same effect as natural materials and is allowed by the Developer or Architectural Control Committee.
- The Developer and Architectural Control Committee shall encourage the use of natural building materials on the street side facade.
- All building plans are subject to review by the Developer or the Architectural Control Committee, and no work shall start prior to obtaining this approval in writing.

Fences:

- **No chain link fence is allowed at any time.**
- No plastic or vinyl fence is allowed unless it is approved by the Developer or Committee and has the same effect as natural materials.
- All fences, including design and materials, must be approved by the Developer or Committee.

4. GENERAL

- The establishment of the foregoing standards shall not prohibit the Developer or the Architectural Control Committee from establishing other or stricter requirements or rejecting any plans, as the foregoing are minimum requirements only.

**WINDSOR GARDENS
PARCEL NUMBERS / LOT NUMBERS**

LOT 001	091025340010
OUTLOT 001	091025343530
OUTLOT 002	091025343640
LOT 002	091025340120
LOT 003	091025340230
OUTLOT 003	091025343750
LOT 004	091025340340
OUTLOT 004	091025424300
OUTLOT 005	091025402430
LOT 005	091025340450
LOT 006	091025340560
OUTLOT 006	091025444080
OUTLOT 007	091025444190
LOT 007	091025340670
LOT 008	091025340780
OUTLOT 008	091025363420
LOT 009	091025340890
OUTLOT 009	091025402540
OUTLOT 010	091025402650
LOT 010	091025341000
LOT 011	091025341110
OUTLOT 011	091025462980
LOT 012	091025341220
LOT 013	091025341330
LOT 014	091025341440
LOT 015	091025341550
LOT 016	091025341660
LOT 017	091025341770
LOT 018	091025341880
LOT 019	091025341990
LOT 020	091025342100
LOT 021	091025342210
LOT 022	091025342320
LOT 023	091025342430

LOT 024	091025342540
LOT 025	091025342650
LOT 026	091025342760
LOT 027	091025342870
LOT 028	091025342980
LOT 029	091025360010
LOT 030	091025360120
LOT 031	091025360230
LOT 032	091025360340
LOT 033	091025360450
LOT 034	091025360560
LOT 035	091025360670
LOT 036	091025360780
LOT 037	091025440010
LOT 038	091025420010
LOT 039	091025420120
LOT 040	091025420230
LOT 041	091025420340
LOT 042	091025420450
LOT 043	091025420560
LOT 044	091025420670
LOT 045	091025420780
LOT 046	091025420890
LOT 047	091025421000
LOT 048	091025421110
LOT 049	091025421220
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LOT 051	091025421440
LOT 052	091025421550
LOT 053	091025400010
LOT 054	091025400120
LOT 055	091025400230
LOT 056	091025400340
LOT 057	091025421660

**WINDSOR GARDENS
PARCEL NUMBERS / LOT NUMBERS**

LOT 058	091025421770
LOT 059	091025421880
LOT 060	091025421990
LOT 061	091025422100
LOT 062	091025440120
LOT 063	091025440230
LOT 064	091025440340
LOT 065	091025440450
LOT 066	091025440560
LOT 067	091025440670
LOT 068	091025440780
LOT 069	091025440890
LOT 070	091025441000
LOT 071	091025441110
LOT 072	091025441220
LOT 073	091025441330
LOT 074	091025441440
LOT 075	091025441550
LOT 076	091025441660
LOT 077	091025441770
LOT 078	091025441880
LOT 079	091025441990
LOT 080	091025442100
LOT 081	091025442210
LOT 082	091025442320
LOT 083	091025442430
LOT 084	091025422210
LOT 085	091025422320
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LOT 087	091025422540
LOT 088	091025422650
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LOT 092	091025423090
LOT 093	091025423200
LOT 094	091025423310
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LOT 099	091025423860
LOT 100	091025423970
LOT 101	091025424080
LOT 102	091025424190
LOT 103	091025442540
LOT 104	091025442650
LOT 105	091025442760
LOT 106	091025442870
LOT 107	091025442980
LOT 108	091025443090
LOT 109	091025443200
LOT 110	091025443310
LOT 111	091025443420
LOT 112	091025443530
LOT 113	091025443640
LOT 114	091025443750
LOT 115	091025443860
LOT 116	091025443970
LOT 117	091025360890
LOT 118	091025361000
LOT 119	091025361110
LOT 120	091025361220
LOT 121	091025361330
LOT 122	091025361440
LOT 123	091025361550
LOT 124	091025361660
LOT 125	091025361770

**WINDSOR GARDENS
PARCEL NUMBERS / LOT NUMBERS**

LOT 126	091025343090
LOT 127	091025343200
LOT 128	091025343310
LOT 129	091025343420
LOT 130	091025361880
LOT 131	091025361990
LOT 132	091025362100
LOT 133	091025362210
LOT 134	091025362320
LOT 135	091025362430
LOT 136	091025362540
LOT 137	091025362650
LOT 138	091025362760
LOT 139	091025362870
LOT 140	091025362980
LOT 141	091025363090
LOT 142	091025363200
LOT 143	091025363310
LOT 144	091025400450
LOT 145	091025400560
LOT 146	091025400670
LOT 147	091025400780
LOT 148	091025400890
LOT 149	091025401000
LOT 150	091025401110
LOT 151	091025460010
LOT 152	091025460120
LOT 153	091025460230
LOT 154	091025460340
LOT 155	091025460450
LOT 156	091025460560
LOT 157	091025460670
LOT 158	091025460780
LOT 159	091025460890

LOT 160	091025461000
LOT 161	091025461110
LOT 162	091025461220
LOT 163	091025461330
LOT 164	091025461440
LOT 165	091025461550
LOT 166	091025461660
LOT 167	091025461770
LOT 168	091025401220
LOT 169	091025401330
LOT 170	091025401440
LOT 171	091025401550
LOT 172	091025401660
LOT 173	091025401770
LOT 174	091025461880
LOT 175	091025401880
LOT 176	091025401990
LOT 177	091025402100
LOT 178	091025402210
LOT 179	091025402320
LOT 180	091025461990
LOT 181	091025462100
LOT 182	091025462210
LOT 183	091025462320
LOT 184	091025462430
LOT 185	091025462540
LOT 186	091025462650
LOT 187	091025462760
LOT 188	091025462870