

**DECLARATION OF COVENANTS,  
RESTRICTIONS, CONDITIONS AND EASEMENTS  
FOR LOTS 1-52 OF THE PLAT OF  
REVERE TRAILS, TOWN OF WINDSOR,  
DANE COUNTY, WISCONSIN**

MHG Properties, LLC, a Wisconsin limited liability company (the "Developer"), owner of the real estate in the Town of Windsor, Dane County, Wisconsin, which has been platted as Lots 1-52 of the Plat of Revere Trails (the "Property"), hereby declares that the Property is 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:

<b>Return to:</b> Michael J. Lawton P.O. Box 927 Madison, WI 53701-0927
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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 MHG Properties, LLC, and its 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 Lots 1-52 in the Plat of Revere Trails, Town of Windsor, Dane County, Wisconsin. Outlots within Revere Trails are not governed by this Declaration and are not part of the Property.

## 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, and shall be known as Lots 1-52 within the Plat of Revere Trails, Town of Windsor, Dane County, Wisconsin.

## ARTICLE 3

### Architectural Control and Protective Covenants and Restrictions

3.1. Architectural Review. A. General Provisions. For all buildings to be erected or placed on any lot subject to this Declaration, the plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Developer, or to the Architectural Control Committee when formed under section 3.2 below, 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. The Developer or the Architectural Control Committee may charge a reasonable plan review fee to cover the cost of plan review by the Developer or Committee or any consultants utilized by either of them. The Developer or the Committee may adopt requirements and criteria for a complete submission for approval by any lot owner and provide such information to the lot owner at the time of application in writing, and neither the Developer nor the Committee shall be required to act on any submission which is not complete under such requirements and criteria.

B. Specific Requirements. The color and materials used for all exterior walls shall be approved by the Developer or the Committee. All chimneys and all exterior flues shall be enclosed. Brick chimneys shall be corbelled. Direct vent fireplaces shall be permitted, but must be enclosed and such enclosure must extend the entire length of the building. Fascia materials and color shall be approved by the Developer or the Committee. Fascia must be 8 inches minimum depth. Soffits may be wood or vinyl with appropriate detail. Roofing must be architectural-type textured fiberglass or asphalt shingles, wood shakes, tile, slate, standing beam or metal. Standard three-

in-one shingles are not permitted. The color of the roofing material shall be approved by the Developer or the Committee.

**3.2. Architectural Control Committee.** 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 Revere Trails 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. Approval of Builders.** 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. Future Alterations.** A. **General Provisions.** No alteration in the exterior appearance of existing buildings, including but not limited to, exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

B. **Fire or Casualty.** If all or any portion of a residence or other improvement within a lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof to rebuild, repair, or reconstruct such residence or other improvement in a manner which will restore it to an appearance and condition which fully conforms with the requirements of this Declaration. Reconstruction shall be undertaken no later than six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs. Plans and specifications for rebuilding must be submitted to the Developer or Committee and approved in writing prior to rebuilding as if initial construction. If a residence or other

improvement is damaged to such an extent that it is impractical to rebuild, repair or reconstruct, the Owner may demolish the same provided that the lot is left in a neat and aesthetically pleasing condition which meets all other requirements of these covenants, restrictions and conditions. Said demolition, if elected, shall be completed no later than six (6) months after the damage occurs.

**3.5. Existing Vegetation.** 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. Minimum Elevations.** A. **Minimum First Floor and Basement Floor Elevations.** The minimum first floor and minimum basement floor elevations for each residence located on a lot shall be established in accordance with (i) the table attached hereto as Exhibit A for Lots 1, 2, 3, 5, 6, 7, 8, 16, 17, 29, 30, 31, 32, 33, 34, 35, 36, 37, 45, 46, 47, 48 and 52, and (ii) for all other lots by verifying the location of ground water prior to site plan approval for all other lots. All plans submitted to the Developer or Committee for approval of plans for a residence on any lot shall show clearly the basement floor elevation and first floor elevation thereon, and the Developer or Committee may reject any plans not clearly establishing the first floor elevation and basement floor elevation on such plans or otherwise failing to conform to these restrictions.

B. **Minimum Finished Grade Elevations.** The finished grade elevation of each lot shall be shown on all plans submitted to the Developer or Committee for approval. The Developer or Committee may reject any plans which do not clearly establish the finished grade elevation of the lot on such plans, or which establish an elevation which is not appropriate given the groundwater levels in or near the lot or other circumstances which indicate that such elevations are not prudent. The lot shall conform to such approved plans when the residence is constructed thereon. The finished grade elevation of any lot approved by the Developer or Committee may not thereafter be changed without the approval of the Developer or Committee.

C. **Certification.** At such time as the construction of the residence on any lot is completed, the Owner of such lot shall obtain from a

registered land surveyor a certification that the minimum basement floor elevation of such residence conforms to the approved plans under A. above, and that the finished grade elevations on such lot conform to the approved elevations under B. above.

D. Grading. 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. Building Limitations and Requirements. A. Use and Minimum Size Requirements. There shall be only one single-family residence constructed within each lot which shall at all times be used for single-family residential purposes. Nothing herein shall prohibit the Developer from continuing existing agricultural activities and uses within the Property until a lot is developed. The following minimum floor area requirements shall apply to all residences erected within a lot subject to this Declaration:

(1) Single Story. No single story (ranch type) residence shall have less than 1,600 square feet of floor area on the main level.

(2) One and One-Half Stories. No one and one-half story residence shall have less than 1800 square feet of floor area, with a minimum of 1,350 square feet of floor area on the main (first floor) level.

(3) Two or Two and One-Half Stories. No two or two and one-half story residence shall have less than 2,000 square feet of floor area, with a minimum of 1,350 square feet of floor area on the main (first floor) level.

(3) Height Limit. The height of a residence shall not exceed the maximum vertical dimension allowed by Sun Prairie-Windsor Joint Extraterritorial Zoning Ordinance.

(4) **Waiver of Minimum Square Footage Requirement.** The Developer may waive the minimum square footage requirements under (1), (2) and (3) above on a lot-by-lot basis, if the Developer believes that the overall architecture of the house satisfies the standards of section 3.30 hereof, but no such waiver shall be effective unless it is approved by the Town Engineer in writing (or other staff person designated by the Town from time-to-time), which approval shall not be unreasonably withheld by the Town. If the Town does not approve or reject any such approval request within 10 days after a request is received by the Town in writing from Developer, to include the proposed site plan for the lot drawn to scale and the elevations of all sides of the proposed residence, then the request for approval by the Town shall be deemed granted by the Town.

B. **Definitions.** For the purposes of determining floor area, stair openings shall be included, but basements, regardless of whether finished in whole or part, open porches, screened porches, and attached garages shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.

C. **Setbacks.** The lots within the Property are subject to building envelope location restrictions as shown on pages 3 and 4 of the recorded plat of Revere Trails. Principal and accessory buildings may not be located within the setback areas shown on such pages of the plat. All plans submitted to the Committee for approval shall show the location of all principal and accessory buildings on any lot and such plans shall conform to the setback restrictions on pages 3 and 4 of the plat. The Committee may reject any plans which are submitted which show the location of any principal or accessory building on any lots subject to this paragraph which are located inside of such setback lines.

3.8. **Driveways and Garages.** A. **Driveways.** All residences must have driveways and all driveways must be paved with concrete, except that concrete shall not be installed within 4 feet of the public street pavement edge at the end of the driveway if there is no ribbon curb installed along the public street. The location, composition and dimension of the driveway must be included as part of the plans and specifications submitted to the Developer or Committee, and must be approved in writing by the Developer or Committee. Driveways shall be located and constructed to minimize loss of desirable trees. The driveway shall be completed within eight (8) months of the issuance of the building permit. The driveway culvert shall be installed before the commencement of any construction of a residence or

other improvement on the lot. Vehicles are prohibited from driving through the right-of-way ditches in order to access any lot. After initial installation, the Owner shall maintain the driveway culvert.

**B. Garages.** All residences must have garage space for at least two (2), but not more than three (3), automobiles or other vehicles, be a minimum of seven hundred twenty (720) square feet in floor area, and be enclosed. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property.

**3.9. Buildings Constructed Elsewhere.** No building previously erected elsewhere may be moved onto any lot subject to this Declaration, except new prefabricated construction which has been approved by the Developer or the Committee, whichever is then applicable, in their discretion.

**3.10. Pets.** No more than two (2) domestic animals may be kept on any lot subject to this Declaration. All animals must be housed within the principal structure and no external kennels shall be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No person may keep a dog within the Property whose barking creates a nuisance to neighbors. No animal having vicious propensities shall be kept or maintained either inside or outside the principal dwelling.

**3.11. Accessory Buildings and Structures; Utilities.** 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. All swimming pools, whether above or in ground, are prohibited, except for in ground pools that are expressly approved by the Committee. This prohibition shall not apply to temporary toddler pools with sidewalls not exceeding two (2) feet in height. All permanent utilities, including without limitation, natural gas, electric, and telephone, shall be underground. Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities. Where reasonably possible, all utility meters and boxes located on the exterior of a residence shall be concealed from view from the public street.

**3.12. Mailboxes; Decorative Post Light.** A. To provide continuity throughout the Property, each Owner shall purchase from Developer, a mailbox, newspaper tube, and post to be maintained on the Owner's lot in accordance with U. S. Postal Service regulations, which will be sold and installed by the Developer for an installed purchase price of \$250.00.

B. Each lot subject to this Declaration shall install and light during nighttime hours, a decorative post light in the front lawn of the residence, at the expense of the Owner, which light shall be installed no later than the time of completion of construction of the residence on the lot. The location, design and other specifications for such post light shall be approved as part of the plan approval under section 3.1 above. All such lights shall be designed and operated in such a manner that they do not become a nuisance to any adjoining property.

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



**3.16. Time Deadlines.** Construction of all buildings, including exterior finishes, shall be completed within nine (9) months after issuance of a building permit for the respective building, except that such time may be extended, in writing, by the Developer or Committee for good cause shown. 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. Landscaping (including grading, walkways, sodding, and seeding) shall be completed within ninety (90) days after substantial completion of the exterior construction of the residence, provided weather conditions so allow. If weather conditions do not allow, such time shall be extended until such time as weather conditions do allow.

**3.17. Fences; Satellite Dishes.** A. Fences and Dishes. No fence or enclosure may be constructed on any Lot, except decorative or ornamental landscape fencing, and in-ground swimming pool fencing, approved by the Developer or Committee. No satellite signal receiving station or dish may be placed on any lot, except that each lot is allowed satellite dishes the diameter of which is 18 inches or smaller, if placed in an architecturally attractive location. The dishes shall be placed on the lot so as to make it as non-visible as reasonably possible from any public street. Placement of the dish shall be approved in writing by the Developer or Committee prior to installation. Exterior lighting on any lot shall be of such focus and intensity so that the residents of adjacent lots shall not be disturbed.

B. Other Limitations. 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.

**3.18. Offensive Activities.** 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, including but not limited to, loud or unreasonable noise. 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 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 open burning or burning barrels shall be allowed on any lot. Trash containers must be stored in or behind garages and may be placed at the driveway or street only on days of trash collection. No hunting shall be allowed within the Property.

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

**3.20. Redivision of Lots.** No lot as platted shall be resubdivided without the approval of 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.

**3.21. Signs.** 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, (b) signs erected by Developer advertising lots within the Property for sale, and (c) monument signs at the plat entrance(s) identifying the plat.

**3.22. Zoning Compliance.** 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. The Developer or the Committee, whichever is then applicable, shall have the right to change the set-back requirements for new construction within the Property from time-to-time, in their sole discretion, but such requirements shall never be less than the then applicable requirements of governmental zoning requirements or local ordinances.

**3.23. Stormwater Management Facilities.** A. No Owner of any lot, nor any tenant, contractor, agent, invitee, or other user or occupant thereof, on which any stormwater easement is located on the recorded Plat of Revere Trails, shall do or permit any of the following within any such recorded stormwater easement at any time, without the written approval of the Town of Windsor: (1) alteration, grading or other improvement within such stormwater easement, including, but not limited to, the placing of decks, porches, outbuildings, storage buildings, play structures, accessory

structures, permanent play equipment, signage (other than signage installed by the Developer or the Town of Windsor), swimming pools, fences, gardens, landscaping (other than grass), trees, shrubs or bushes; (2) placing or leaving any personal property within any such recorded stormwater easement at any time, including, but not limited to, lawn furniture, movable play equipment or lawn or garden ornaments or accessories; (3) obstructing, hindering or interfering in any way with the maintenance or inspection of any such recorded stormwater easement by the Association, the Town of Windsor or Dane County at any time; or (4) moving, removing, altering, or damaging any property monuments or stakes placed by a surveyor to identify the boundaries of any recorded stormwater easement or any signage placed by the Developer, the Association or the Town of Windsor within such recorded stormwater easement.

B. 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. No Owner or any person or entity acting on the Owner's behalf may change the elevation or side slopes of any ditch or ditches adjacent to the public streets without the written permission of the Developer or Committee. If such activity occurs, the Owner shall restore the ditches to their originally constructed condition upon request of the Developer or Committee.

3.24. Landscaping. A. Plan Approval. Grading and landscaping plans must be submitted to the Developer or Committee for approval prior to the start of construction. The elevation of a lot may not be changed so as to materially affect the surface elevation or grade or water drainage to or from any adjacent lot, ditch or storm water conveyance area.

B. Objectionable Trees. No objectionable trees or shrubbery including, but not limited to, cottonwood, box elder, American elm and American ash trees shall be planted on any lot. The Owner shall remove dead or diseased trees from the lot.

C. General Requirements. The following landscaping requirements apply to all lots within the Property:

- (1) All yards must be either (i) sodded or (ii) seeded and fertilized, including street terraces.
- (2) 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) The landscaping plan for each lot shall achieve a minimum of 250 landscaping points as determined by the following point schedule in order to be approved by the Developer or the Committee:

Canopy tree (2"-3" caliper at 18 inches)	75 pts.
Canopy tree (3"-4" caliper at 18 inches)	100 pts.
Canopy tree (greater than 4" at 18 inches)	150 pts.
Canopy tree or small tree (1-11/2" caliper at 18 inches, i.e. Crag, Hawthorn, etc.)	50 pts.
Evergreen tree (4 to 6 feet in height)	10 pts.
Large deciduous tree (3-year transplant – 36" min.)	10 pts.
Small deciduous tree (3-year transplant – 18" min.)	5 pts.
Evergreen shrub (3-year transplant – 24" min.)	5 pts.

**3.25. Assignment of Rights.** 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 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.

**3.26. Term.** 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 3.27 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.

**3.27. Release or Waiver.** 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 alone, or if the Developer has released or assigned the Developer's rights under Article 3 of this Declaration as provided, or no longer owns any lots within the Property, then by an instrument in writing signed by the Owners of a majority of the lots subject to this Declaration, except that Town of Windsor written consent shall be required with respect to any such action with respect to sections 3.4, 3.6, 3.7, 3.8 A. but only with respect the provisions regarding concrete within 4 feet of the street pavement edge, 3.8 B. but only with respect to the provisions regarding carports, 3.14, 3.15, 3.19, 3.20, 3.23, 3.24 (but not with respect to para. C. (3)), 3.26, 3.27, 3.32, 3.33, 3.34 and 3.35 hereof may not be amended without also obtaining the consent of the Town of Windsor.

**3.28. Invalidity; Governing Law.** 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. This Declaration shall be governed by and construed under the laws of the state of Wisconsin, without regard to conflict of laws rules.

**3.29. Approval Deadline.** 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) business days after the same have been submitted to the approving authority in writing in a complete submission, then such approval shall not be required in that instance.

**3.30. Standards.** 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.

3.31. **No Liability.** 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 any other matter, including any loss arising out of the negligence of the Developer or Committee.

3.32. **Remedies.** 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.

3.33. **Annexation.** No Owner may at any time petition to annex all or any part of the Property to any city or village under applicable annexation laws, in the capacity of a land owner.

3.34. **Town Architectural Review.** All Owners within the Property are hereby notified that the Town of Windsor has adopted "An Ordinance to Require Design Variety on Single-Family and Duplex Residential Structures", Ordinance No. 2011-05, which applies to lots within the Property in accordance with its terms, subject to certain exemptions set forth in the

**Ordinance.** The stated purpose of the Ordinance is to: “(a) Protect property values and neighborhood character by minimizing impairment to or depreciation of existing development; (b) Enhance aesthetics; (c) Promote physical, visual and functional compatibility within a development; and (d) Ensure adequate architectural variety within Windsor’s neighborhoods.” A copy of the Ordinance can be obtained from the Town Clerk at the Windsor Town Hall. The Ordinance is administered by the Town Building Inspector and Town Engineer who can be contacted through the Town offices at the Windsor Town Hall.

**3.35. Outlots.** **A. Use of Outlots.** Outlots 3, 4 and 6 within the Plat are owned and controlled by the Town of Windsor, and their use is subject to the control of the Town of Windsor, subject to the provisions of any stormwater management agreement for Outlots 3 and 6 between the Town of Windsor, Developer and the Association, or with Developer, the Association, and Dane County, and any use thereof is subject to the approval of the Town of Windsor. Outlots 1, 2 and 5 within the Plat are as of the date hereof owned and controlled by the Developer, and no use may be made of such Outlots 1, 2 and 5 without the approval of Developer or its successors and assigns. While the Association has an obligation to maintain Outlots 3 and 6 under the stormwater management agreement, the Association has no ownership interest in any of Outlots 1-6.

**B. Notice to Lot Owners.** Owners and residents within the plat are hereby advised that Outlots 1, 2 and 5 will be developed in the future by Developer or its successors and assigns, which could include, but is not limited to, commercial, business, agricultural or residential uses, and such Outlots may be further divided in the future into multiple lots by means of a replat or certified survey map. Owners and residents within Revere Trails are further hereby advised that Outlots 1, 2 and 5 will continue to be used for existing agricultural uses until developed, e.g. continued row crop production, which may involve dust, noise, odors, night operations, operation of heavy equipment and spraying or spreading of agricultural chemicals or fertilizers.

**C. Street Lighting.** Owners and residents within the plat are hereby advised that no street lighting will be provided within the plat, other than a street light and lighted plat entrance sign at the intersection of STH 19 and Forest Park Drive. However, in the event that the Town of Windsor determines for reasons of public safety or other considerations to install additional street lights within the plat in the future, the Town may levy special

assessments against the benefitted lot owners to pay for the cost of installation of such street lighting in the manner provided by law.

## **ARTICLE 4**

### **Revere Trails 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 Revere Trails 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 Lots 1-52 of the Plat of Revere Trails, Town of Windsor, Dane County, Wisconsin, as it may from time-to-time be amended.

#### **Association Membership and Board of Directors**

4.4. **Members.** The Owner of each one of Lots 1-52 within the Plat of Revere Trails, 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 or easements for real property within the Plat of Revere Trails, Town of Windsor, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, bike and pedestrian trails, stormwater management facilities and location(s) for plat entrance signage. The Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. The Association shall establish rules and regulations for the management and use of such facilities, subject to stormwater management agreements with the Town of Windsor and Dane County, and subject to such restrictions as are placed on the recorded plat with respect to Town of Windsor approval of restrictions on the use of the trail easements. Among other matters subject to Association regulation, the Association may establish hours for the use of trail easements and may determine whether or not to open and maintain or to close such trail easements during the winter weather season. The Association shall have no right or obligation to maintain, repair or regulate any trails located within any public street right of way or outside of the plat.

**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, but shall have no obligation with respect to trails located within public street rights of way or outside of the boundaries of the plat. In addition, the Association shall have the duty to maintain the Outlots 3 and 6, and the public stormwater easements shown on the plat of Revere Trails, as shown on the stormwater management plans for Revere Trails which have been approved by the Town Engineer and the Dane County Land Conservation Division, and which are on file in such offices.

**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 Revere Trails, 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 Revere Trails 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 \_\_\_\_\_ day of November, 2012.

MHG PROPERTIES, LLC

By: \_\_\_\_\_  
Randall S. Grobe, Managing Member

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

On this \_\_\_ day of November, 2012, before me, a Notary Public, personally appeared Randall S. Grobe, as Managing Member of MHG Properties, LLC, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of MHG Properties, LLC.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**CONSENTS OF MORTGAGEES**

The undersigned, First Business Bank and Baraboo National Bank, consent to and subordinate the liens of any mortgages on the Property to the terms and provisions of this Declaration this \_\_\_\_\_ day of November, 2012.

**FIRST BUSINESS BANK**

By: \_\_\_\_\_  
James Wartinbee, Vice President

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF DANE         )

On this \_\_\_ day of November, 2012, before me, a Notary Public, personally appeared James Wartinbee, Vice President of First Business Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of First Business Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

**BARABOO NATIONAL BANK**

By: \_\_\_\_\_  
\_\_\_\_\_, Vice President

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF SAUK         )

On this \_\_\_ day of November, 2012, before me, a Notary Public, personally appeared \_\_\_\_\_, as Vice President of Baraboo National Bank, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Baraboo National Bank.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

*This instrument drafted by  
Michael J. Lawton*

## **EXHIBIT A**

### **TABLE OF MINIMUM FIRST FLOOR AND BASEMENT ELEVATIONS**

**Certain lots within the Property have minimum first floor and basement floor elevations established pursuant to this Declaration. Attached hereto as Exhibit A is a table of such minimum elevations for the lots listed thereon. These minimum first floor and basement floor elevations, as shown on Exhibit A, are expressed in a number of feet above sea level, using the same system as the elevation of the plat was determined by the surveyor. All of the minimum first floor and basement floor elevations designated on Exhibit A hereto are incorporated by reference herein and made a part of this Declaration and shall be binding on each owner of the lots so designated and their heirs, personal representatives, successors and assigns.**



<b>Lot Number*</b>	<b>Min. First Floor Elevation</b>	<b>Minimum Basement Elevation</b>
Lot 1	884.0	879.6
Lot 2	N/A	879.6
Lot 3	N/A	880.8
Lot 4	N/A	N/A
Lot 5	893.5	N/A
Lot 6	893.5	N/A
Lot 7	893.0	N/A
Lot 8	893.0	N/A
Lot 9	N/A	N/A
Lot 10	N/A	N/A
Lot 11	N/A	N/A
Lot 12	N/A	N/A
Lot 13	N/A	N/A
Lot 14	N/A	N/A
Lot 15	N/A	N/A
Lot 16	902.0	N/A
Lot 17	903.0	N/A
Lot 18	N/A	N/A
Lot 19	N/A	N/A
Lot 20	N/A	N/A
Lot 21	N/A	N/A
Lot 22	N/A	N/A
Lot 23	N/A	N/A
Lot 24	N/A	N/A
Lot 25	N/A	N/A
Lot 26	N/A	N/A
Lot 27	N/A	N/A
Lot 28	N/A	N/A
Lot 29	891.0	883.0
Lot 30	891.0	883.0
Lot 31	891.0	881.7
Lot 32	891.0	880.7
Lot 33	891.0	880.7
Lot 34	891.0	880.7
Lot 35	891.0	879.3
Lot 36	N/A	876.8
Lot 37	886.0	N/A
Lot 38	N/A	N/A
Lot 39	N/A	N/A
Lot 40	N/A	N/A
Lot 41	N/A	N/A
Lot 42	N/A	N/A
Lot 43	N/A	N/A

<i>Lot 44</i>	<i>N/A</i>	<i>N/A</i>
<i>Lot 45</i>	892.5	<i>N/A</i>
Lot 46	892.5	<i>N/A</i>
Lot 47	892.5	<i>N/A</i>
Lot 48	892.5	<i>N/A</i>
Lot 49	<i>N/A</i>	<i>N/A</i>
Lot 50	<i>N/A</i>	<i>N/A</i>
Lot 51	<i>N/A</i>	<i>N/A</i>
Lot 52	886.0	877.9

\* Phase 1 lots are in *italics*