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DANE COUNTY

REGISTER OF DEEDS

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**DECLARATION OF COVENANTS,
RESTRICTIONS CONDITIONS AND
EASEMENTS FOR THE PLAT OF
SPRINGFIELD CORNERS COMMERCIAL
CENTER, TOWN OF SPRINGFIELD, DANE
COUNTY, WISCONSIN**

United Land Development Company, a Wisconsin corporation (the "Developer"), owner of the real estate in the Town of Springfield, Dane County, Wisconsin, which has been platted as the plat of Springfield Corners Commercial Center (the "Property"), hereby declare that all of the lots and outlots in the Property are subject to the following restrictions, covenants, conditions and easements, and that all of such lots and outlots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants, restrictions and conditions set forth herein:

Return to:

Michael J. Lawton

P.O. Box 1507

Madison, WI 53701-1507

056/0808-092-8030-6 &

056/0808-092-8500-7

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 United Land Development Company, a Wisconsin corporation, 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. For purposes of Articles 3 and 4 hereof, where more than one person holds an ownership interest in any lot, the consent or agreement of a majority of the owners of any such lot shall be deemed to be the consent or agreement of the owner, of any such lot, and any such lot shall have only one vote on any matter provided for in Articles 3 and 4 hereof.

1.3. "Property" shall mean and refer to the real estate described as the plat of Springfield Corners Commercial Center, Town of Springfield, Dane County, Wisconsin.

ARTICLE 2

Property Subject to This Declaration

15731

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the Town of Springfield, Dane County, Wisconsin, and shall be known as the plat of Springfield Corners Commercial Center, Town of Springfield, Dane County, Wisconsin.

ARTICLE 3

Architectural Control and Protective Covenants and Restrictions

3.1.

A. For all buildings or other improvements of any kind or nature, including, but not limited to, structures, signs, outdoor lighting, fencing, walls, screening, paving or public utility structures, to be erected or placed on any lot, including outlots, subject to this Declaration, a development plan, to include the building or improvement plans, specifications, exterior architectural detail, site, grading and landscaping plans for all such buildings or other improvements 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, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, mechanical equipment screening and design and construction of the substructure of any structure, prior to commencement of any construction on any lot. No buildings or other improvements may be constructed, erected or placed on any lot other than in accordance with the approved documents.

B. All HVAC, mechanical and manufacturing equipment shall be pad mounted and shall be screened or landscaped to be fully opaque and to not detract from the building or the Property in general. Silos and above ground storage tanks shall be approved by the Developer or the Committee, in their discretion, including approval with respect to height, color, size and massing, so that the silo or tank is consistent with the principal building and the overall development plan of the Property. All loading doors, areas and docks shall be oriented away from any public streets, and shall be placed at the rear of the building, wherever possible. Where any side or front loaded areas are approved, they shall be screened from the view of all public streets by a wall or similar architectural material or by landscaping or similar treatment. All dumpsters or other trash or refuse containers shall be oriented away from any public streets and shall generally be placed at the rear of buildings. If located other than at the rear of the building, the dumpsters, or other trash or refuse containers shall be screened to be fully opaque and kept from being viewed from all public streets by way of a wall or similar architectural material, or landscaping or similar treatment. Plain unpainted concrete block exterior walls facing a public street are discouraged. All parking, driveway and loading areas in the Property shall be paved with concrete or asphalt. All plans shall provide for adequate off-street parking. All outdoor storage areas shall be limited in area, require fully opaque fencing and/or screening, and require specific approval of the Developer or the Committee. Outdoor storage of materials is allowed,

but the materials must be completely screened and must be no higher than 6 inches below the top of the screening or fencing for such materials. All vehicles and equipment stored outside shall be located in an approved outdoor storage area. All permanent service utilities shall be located underground to the extent possible. All façades of all principal buildings which face a public street shall have a change in color, texture or building materials on a substantial portion of such façade facing the public street.

C. All plans, structures and improvements shall conform to the Town of Springfield site plan review ordinance in effect from time-to-time, including but not limited to, the provisions thereof relating to building design and landscaping, unless a waiver is granted by the Developer or the Architectural Review Committee, whichever is applicable, and by the Town of Springfield.

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 and Restrictions, 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 three persons, elected by the Board of Directors of the Springfield Corners Commercial Center Owners Association, Inc., who may or may not be directors or officers of such Association. The election of the Committee shall be held annually on the first Monday in May at 7:00 o'clock p.m., at a site selected by the Developer or the Board of Directors of the Association. In the event of the failure of Board of Directors of the Association to elect a Committee in any year, the most recently elected members shall continue to serve until successors are duly elected.

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 an area of quality commercial buildings.

3.4. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, shall be made without the prior written approval of the Developer or the Committee, whichever is then applicable.

3.5. The elevation of a lot or outlot 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 (including outlots for purposes of this section) without the approval of the Developer or the Committee, whichever is then applicable.

3.6. All lots within the Property (other than outlots) shall be used only for commercial, retail, office, industrial, service, institutional, civic or governmental purposes, in compliance with the applicable zoning regulations and any restrictive covenants separate from this instrument in favor of Dane County or the Town of Springfield which specify the permitted uses within the Property. The Developer or the Committee may establish a minimum square footage size requirement for all buildings erected on any lots subject to this Declaration, but such requirement may be waived by the Developer or the Committee, whichever is then applicable, in the event the proposed architecture and quality of the building is such as to present an appearance compatible with other buildings within the Property.

3.7. 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. No temporary buildings, travel trailers or mobile homes shall be located or stored on the Property, except (i) temporary parking of travel trailers or recreational vehicles by overnight guests of any hotel or motel on the Property during the period of the stay, (ii) storage of motor vehicles, trailers, boats and recreational vehicles in a screened area approved by the Developer or the Committee, and (iii) such temporary buildings, trailers or facilities which may be necessary during construction period.

3.8. In order to reduce runoff and protect water quality, all downspouts and downspout extenders are to drain into a permeable area such as grass or a planting bed within each respective lot, and no downspouts shall drain onto any sidewalk or driveway.

3.9. Accessory buildings or structures, including, but not limited to, storage sheds and detached garages, are expressly prohibited within the Property except where approved in writing in advance by the Developer or Committee, whichever is then applicable. Any permitted accessory structure or building must be sided and roofed like the principal building on the lot.

3.10. A. The owners of lots within the Subdivision abutting any residential areas outside of the Subdivision shall maintain any landscaping buffer areas or landscaping easements required by the Town of Springfield in an attractive and workmanlike manner.

B. The owners of Lots 1 and 2 within the Subdivision shall be responsible for the maintenance of the crossing of the stormwater drainage channel for access to such lots, including any culverts, the cost of which shall be borne in equal shares between such lot owners. The owners of Lots 1-2 and 5-6 within the Subdivision

shall be responsible for the maintenance of the private driveway shown on the Plat which serves such lots, the cost of which shall be borne in equal shares between such lot owners. All such maintenance shall be performed in a workmanlike manner, consistent with commercial practices in Dane County, Wisconsin for business centers, including snow and ice control, repair of the pavement, repaving, sealing, culvert repair or replacement or other maintenance which is reasonably necessary. In the event that the lot owners are unable to agree on the means for maintenance of such facilities, any affected lot owner or owners may cause such work to be done, and may charge the applicable shares to the other parties, which shall be payable within 30 days after billing, and interest shall accrue thereon after such 30 day period at the rate of 1% per month. Any sums not paid when due shall become a lien on the lot of the delinquent owner which may be perfected pursuant to the maintenance lien procedure provided by law, but such lien shall be subordinate to the first mortgage lien of any financial institution providing financing to the owner of such lot.

C. Each owner of Lots 11 and 14-16 within the Subdivision shall be responsible for the construction and maintenance of all stormwater management facilities within each of such lots, including drainage easements, at the expense of each such owner. Unless the stormwater from Lot 13 is managed within Outlot 1, the Owner of Lot 13 within the Subdivision shall also be responsible for the construction and maintenance of stormwater management facilities within Lot 13, at the expense of the Owner of such Lot.

3.11. No automobiles, trucks, boats or other vehicles shall be parked on lawns or yards at any time. No parking, loading or unloading of vehicles shall be allowed at anytime on any public road in the Property, including the right-of-way of such roads.

3.12. All areas of lots not used as a building site, driveway, parking area or lawn shall have a cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. All lots (including outlots), and all improvements thereon, shall be kept 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.

3.13. 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 (and any appurtenant rights in any outlot, if any) 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 the obligation of this section with respect to any lot in writing, in its discretion.

3.14. 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.

3.15. Except to the extent that this section is in conflict with any federal law or regulation, no exterior antennas or satellite dishes greater than 24 inches in diameter shall be permitted within the Property unless approved in writing in advance by the Developer or the Committee, whichever is then applicable. Solar panels, windmills, walls or fences may be permitted only with the advance written consent of the Developer or the Committee, whichever is then applicable, including approval of the location, material, height, size and color thereof. The screening of mechanical systems on the exterior of buildings, outside loading areas, trash collection containers and outside utility installations shall be approved in each instance in advance, in writing, by the Developer or the Committee, whichever is then applicable. All exterior lighting on the Property shall be designed and operated to contain the light, to the extent reasonably possible, within the lot on which the light is located by providing for sharp cutoffs of illumination at the lot line for each lot. The spillover of light from a lot at the lot line shall not exceed 0.5 foot-candles at ground level. No exterior lighting shall be placed or operated on the Property which unreasonably interferes with the use of other lands within the Property or adjoining the Property, or which constitutes a nuisance.

3.16. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood, including, but not limited to, activities which create objectionable noise, smoke or odors. No burning barrels shall be allowed on any lot. All trash containers shall be kept inside a structure or within a trash enclosure outside. No trash, cuttings, leaves, rocks or earth may be deposited on any outlot, nor be permitted to accumulate on any lot.

3.17. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.18. No lot or outlot as platted shall be resubdivided, except with the approval of the Developer or the Committee, whichever is applicable. 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. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.19. All signs on all lots may be displayed to public view (including outlots for purposes of this section) only with the advance written consent of the Developer or the Committee, which consent may be granted in the discretion of the Developer or the Committee, whichever is then applicable, and in granting or denying such consent the Developer or Committee may consider, among other things, the size, height, color,

materials, and lighting thereof. All signs shall be compatible as to design, size, height, color, location and materials with the overall building design.

3.20. All buildings constructed on any lots subject to this Declaration shall conform to all applicable zoning requirements, and the requirements of any Town of Springfield site plan review ordinance.

3.21. No swale, drainage way, ditch or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any lot or outlot on the Property, shall be re-graded or obstructed, so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditch, drainage way or stormwater detention area. This section shall be deemed to be a restriction for the benefit of the public under § 236.293, Wis. Stats.

3.22. The following landscaping requirements apply to all lots and outlots within the Property, and shall be completed within one hundred eighty (180) days after the substantial completion of construction of the principal building on any lot, unless not permitted by weather conditions:

(a) Front and side yards must be sodded (or seeded with a rapid growth product), including street terraces (on a corner lot, each street terrace must be sodded or seeded with a rapid growth product), except that the Developer or the Committee, whichever is then applicable, may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative material and practices are employed, in their discretion. Sod shall not be required in the front or side yard if an in-ground sprinkler system is installed, and the yard is seeded and watered in a sufficient manner.

(b) Rear yard areas which are not sodded must be seeded.

(c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the lot or outlot owner(s). The front of each building facing a public street shall have foundation plantings in a number, type and frequency approved by the Developer or the Committee. Each principal building shall have at least two trees in the front yard facing the public street, either deciduous and/or conifer, which shall each have a trunk of at least 1 ¼" diameter. Complete visual screening of the front, rear or side of any lot or outlot is prohibited without approval of the Developer or the Committee, whichever is then applicable.

(d) All areas on each lot in the Property not occupied by buildings or other improvements, or paved areas, shall be suitably graded and landscaped with lawns, trees and shrubs.

3.23. The Developer, after a period of ten (10) years from the date of recording the final Plat or after seventy-five (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.

3.24. 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 canceled as provided in Section 3.29 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 Association or any person or persons owning any lot or lots within the Property, and in the case of Sections 3.1 B and C, 3.8, 3.10, 3.11, 3.17, 3.18, 3.20, 3.21, 3.22, 3.24, 3.25, 3.26, 3.27 and 3.31 hereof, the Town of Springfield, 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 attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The Town of Springfield shall not be required to take any action hereunder.

3.25. Developer, but not the Committee, may waive any provision hereof, except provisions hereof for the benefit of the public or the Town of Springfield, at anytime in its sole discretion, unless the provisions hereof specifically provide otherwise.

3.26. Article 3 hereof, or any part thereof, may be canceled, 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, but no provisions of Sections 3.1 B and C, 3.8, 3.10, 3.11, 3.17, 3.18, 3.20, 3.21, 3.22, 3.24, 3.25, 3.26, 3.27 and 3.31 hereof may not be canceled, released, amended or waived without the written consent of the Town of Springfield.

3.27. 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.

3.28. 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 as a complete application, then such approval shall not be required in that instance.

3.29. 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 structures, 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.

3.30. 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.

3.31. If any Owner shall violate or attempt to violate any covenant or restriction with regard to drainage swales, 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 Association or the Town of Springfield 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. The Town of Springfield shall not be required to take any action hereunder.

3.32. While this section is in effect, (a) Lot 11 may not be sold or transferred to any other person or entity other than to Steven S. Ripp (other than to a financial institution mortgagee in a bona fide mortgage transaction), and (b) Lot 11 may not be developed or improved by any person or entity in any manner, which prohibition shall apply to Steven S. Ripp or others, and shall prohibit the construction of any building or structure on said Lot 11 by any person or entity. The restrictions of this section shall automatically terminate on July 25, 2011. Developer may terminate the restrictions contained in this section at anytime by written instrument executed by Developer.

ARTICLE 4

Springfield Corners Commercial Center Owners 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 Springfield Corners Commercial Center Owners 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 lands identified in Section 1.3, above, as it may from time-to-time be amended.

Association Membership and Board of Directors

4.4. **Members.** The Owners of lots (but not outlots) within the Plat of Springfield Corners Commercial Center, Town of Springfield, 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 Springfield Corners Commercial Center, Town of Springfield, Dane County, Wisconsin, for the purpose of providing common areas for the use and benefit of the members, including stormwater management areas, and location(s) for plat entrance sign(s). 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, including stormwater management areas and any plat sign locations, 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 and as may be required by law or any applicable and approved stormwater management plan. The Association shall not be responsible for stormwater management facilities which are constructed on Lots 11, 13, and 14-16 within the Subdivision. A maintenance plan for the stormwater management facilities within the Subdivision which serve more than one lot is attached hereto and made a part hereof, and the Association shall be responsible for performing the maintenance required by such plan at the expense of the Association.

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 establish reasonable rules for the use of such common areas.

4.9. **Entrance Sign.** The Association shall maintain in good order and repair the entrance sign(s) to the Plat of Springfield Corners Commercial Center, including lighting thereof, 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 therefore, 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 2008, in the following manner:

(a) **Budget.** In December of each year starting in December 2007, 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) **Assessments.** The Association has the power to make assessments hereunder for the 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, and to perform on all other obligations of the Association provided for in this instrument, divided equally among all lots (other than outlots) as to which the Association has the power to make assessments hereunder or under other comparable instruments. The owners of Lots 14-16 within the Subdivision shall not be assessed for the costs attributable to the stormwater management facilities which serve Lots 1-13 within the Subdivision, and a differential assessment amount shall be established for such lots. Lot 11 shall not be assessed for any stormwater management expenses of the Association, as the stormwater from Lot 11 is not managed in the stormwater management system serving the balance of the Subdivision. Lot 11 shall not be assessed for any expenses by the Association during any period in which the Developer prohibits Lot 11 from being sold or developed. Lot 13 shall not be assessed for any stormwater management expenses of the Association

in the event that Lot 13 does not utilize Outlot 1 within the Subdivision for stormwater management.

(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 § 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.

(f) **Assessments and Special Charges.** In the event that the Association fails to carry out any of its responsibilities with respect to any outlots or common areas for which it has the responsibility to conduct maintenance, construction or repair work hereunder or under any other agreement or approved plan for the maintenance of stormwater management facilities with the Town of Springfield, Dane County or the Wisconsin Department of Natural Resources, the Town of Springfield or Dane County may enter such area or areas to be so maintained, constructed or repaired and perform such work, after reasonable notice to the Association, and all Lots which are subject to this instrument shall be subject to either special assessments or special charges by the Town of Springfield for the cost thereof under the provisions of Wis. Stats. Chapter 66, including the costs of administration and collection thereof, which costs and expenses shall be spread over all such Lots on a pro rata basis and become a lien upon the Lots and be included in the real estate tax bill for such Lots, and the owners of such Lots hereby waive any objection to such special assessments and special charges, waive hearing thereon and consent thereto. In the event that the Owner of any Lot, to whom

certain obligations have been assigned in section 3.10 hereof, fails to carry out the Owner's obligations under such section, including, but not limited to, the obligation to maintain a culvert which is imposed on the Owners of Lots 1 and 2, the Town of Springfield may enter the area in which such obligation was to be performed and perform such work or other obligation, after reasonable notice to the affected Lot Owner(s), and any Lot for which the Owner has fail to perform such obligation and which is subject to this instrument shall be subject to special assessments or special charges by the Town of Springfield for the cost thereof, under the provisions of Wis. Stats. Chapter 66, including the costs of administration and collection thereof (which costs and expenses shall be spread over the Lots for which the Owners have failed to perform their obligations under section 3.10 on a pro rata basis in the case where more than one Lot is involved), and shall become a lien upon the Lot(s) and be included in the real estate tax bill for such Lot(s), and the owners of such Lot(s) hereby waive any objection to such special assessments and special charges, waive hearing thereon and consent thereto.

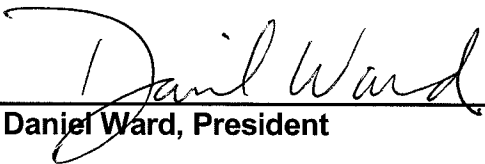
4.12. **Term.** Article 4 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat for Springfield Corners Commercial Center is recorded, after which Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 4.13 below.

4.13. **Cancellation, Release, Amendment or Waiver.** Article 4 hereof, or any part thereof, may be canceled, 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, except that the Association may not be dissolved, nor may it terminate the obligation to maintain common elements within the subdivision, or the provisions of sections 4.6, 4.7 and 4.11 hereof, without the consent of the Town of Springfield (and in the case of stormwater management facilities Dane County and the Town of Springfield). The Town of Springfield will not approve any dissolution of the Association or termination of maintenance responsibilities for any common areas within the plat unless the Town has approved a plan for a successor organization which shall assume the maintenance obligations provided for herein and which shall have the finances to perform such obligations.

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.

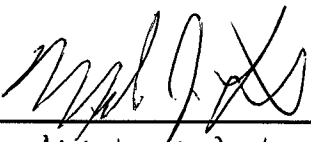
IN WITNESS WHEREOF, the undersigned have executed this instrument on this 26th day of September, 2007.

UNITED LAND DEVELOPMENT COMPANY


By: 
Daniel Ward, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this 26th day of September, 2007, before me, a Notary Public, personally appeared Daniel Ward to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of United Land Development Company, as the President thereof.


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

Steven S. Ripp consents to the forgoing Declaration with respect to Lot 11 within the Plat which is owned by him, for himself and his successors and assigns, and agrees that said Lot 11 is bound by the terms hereof, this 25 day of July, 2007.




Steven S. Ripp

STATE OF WISCONSIN

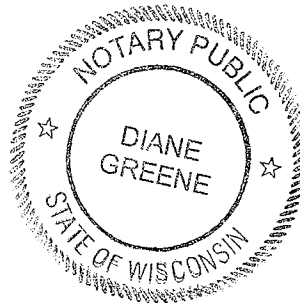
ss

COUNTY OF DANE

Personally came before me this 25th day of July, 2007, the above named Steven S. Ripp, by me known, and duly acknowledged that he signed the forgoing instrument.



Diane Greene
Notary Public, State of Wisconsin
My Commission: 10-14-07



This document drafted by Michael J. Lawton.