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DANE COUNTY
REGISTER OF DEEDS

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**DECLARATION OF PROTECTIVE COVENANTS
FOR MIGRATION PATH ESTATES**

Return to:
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P.O. Box 2018
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Parcel Number

**DECLARATION OF PROTECTIVE COVENANTS
FOR MIGRATION PATH ESTATES**

THIS DECLARATION is made this 27TH day of June, 2007 by MIGRATION
PATH DEVELOPMENT, INC.

RECITALS:

A. Developer now owns the Lots and Outlots in the Town except for Lot
3, which is owned by D. Wayne and Margaret L. Day.

B. Developer desires to subject the Lots and Outlots to the conditions,
restrictions, covenants and reservations set forth below, which shall encumber the
Lots and Outlots and shall bind the successors in interest, any owner thereof, and the
owner of any interest therein.

39/87

NOW, THEREFORE, Developer declares that the Lots and Outlots shall be used, held, sold and conveyed subject to the conditions, restrictions, covenants and reservations set forth below, which shall inure to the benefit of and encumber the Lots and Outlots, and run with the land, and shall bind the successors in interest, any Owner thereof, and the Owner of any interest therein.

ARTICLE I

STATEMENT OF PURPOSE

1.01 General Purpose. The general purpose of this Declaration is to help assure that the Lots will become and remain an attractive community; to preserve and maintain the natural beauty of the Lots; to insure the most appropriate development and improvement of each Lot; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious improvements and use of material and color schemes; to insure the highest and best residential development of the Lots; and to encourage and secure the construction of attractive residential structures thereon.

1.02 Owner's Acknowledgement.

(a) All Owners are subject to the conditions, restrictions, covenants and reservations contained in this Declaration and are given notice that (a) their ability to use their privately owned property is limited thereby; (b) Developer and/or the Association may add, delete, modify, create exceptions to, or amend the conditions, covenants and reservations in this Declaration as provided herein; and (c) farming activities are taking place, as of the date of this Declaration, on lands adjoining the Subdivision.

(b) Each Owner by acceptance of a deed acknowledges and agrees that the use and enjoyment and marketability of his or her property can be affected by the conditions, restrictions, covenants and reservations in this Declaration and that the conditions, restrictions, covenants and reservations contained in this Declaration may change from time to time.

ARTICLE II

DEFINITIONS

The following definitions shall be applicable to this Declaration:

2.01 Association. The Migration Path Estates Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.02 Committee. The Architectural Control Committee described in Section 3.01(a).

2.03 Common Areas. All real property owned by the Association for the common use and enjoyment of the Owners, which real property shall include Outlot 1, Outlot 2, Outlot 3 and Outlot 4, Migration Path Estates, following conveyance of the same to the Association, as well as the rights granted by easement to the Association under Article VIII, below.

2.04 Declaration. This Declaration of Protective Covenants.

2.05 Developer. Migration Path Development, Inc., its successors and assigns.

2.06 Dwelling. The detached single-family dwelling referred to in Section 5.01.

2.07 Governmental Authority. The Town of Windsor, and Dane County, and any other governmental authority having jurisdiction over the zoning of the Lots.

2.08 Lot. Any lot described on Exhibit A, excluding Outlots.

2.09 Outlot. Any outlot described on Exhibit A.

2.10 Owner. The person or persons, including any entity, having the power to convey the fee simple title to (or, in the case of a land contract, the purchaser's interest in) a Lot.

2.11 Plat. The plat of Migration Path Estates.

2.12 Register of Deeds. Office of Register of Deeds for Dane County, Wisconsin.

2.13 Subdivision. All lands described in the Plat.

2.14 Town. The Town of Windsor, Wisconsin.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

3.01 Establishment, Duties, Membership.

(a) There shall be an Architectural Control Committee, which shall have the rights and obligations set forth in this Declaration for the Committee and any powers necessary to exercise those rights. No building or other improvement shall be erected, placed or altered on any Lot until its construction plans and specifications shall have been approved in writing by the Committee.

(b) The Committee shall consist of no fewer than three (3) persons designated by Developer. All members of the Committee shall serve at Developer's pleasure until such time as Developer no longer owns any Lots or Outlots within the Subdivision. A majority of the Committee may designate a representative to act for it, in which case such representative shall have and may exercise all of the powers of the Committee until such designation has been revoked by a majority of the Committee. Notwithstanding the foregoing provisions, at such time as Developer no longer owns any Lots or Outlots in the Subdivision, the directors of the Association shall elect the members on the Committee and Developer and Committee members shall immediately thereafter resign from the Committee. In the event of any vacancy occurring during any period in which Developer still owns any Lot or Outlot, Developer shall, within thirty (30) days thereafter, appoint a new member to fill the vacancy on the Committee. In the event of any vacancy occurring after Developer no longer owns any Lot or Outlot, the directors of the Association shall appoint a new member to fill the vacancy on the Committee. A member of the Committee may resign by submitting a written resignation to the address to which submissions to the Committee are to be sent under Section 3.02. For the purpose of this Article, each Lot shall constitute a unit having a single vote.

3.02 Procedure. An Owner desiring to construct a building or otherwise improve a Lot shall submit to the Committee, for its written approval, two complete sets of construction plans and specifications for all improvements, and a plot plan

showing the location of all contemplated improvements. The items submitted to the Committee shall include:

- (a) Complete construction details for all buildings, structures, fences, walls and other improvements which shall show, at a minimum, floor plans, elevations or all views of the structure, and driveway location and specifications;
- (b) All proposed facades of any building, including descriptions of exterior finishes, roofing types, lighting materials, and the style, color and location of eaves and windows;
- (c) Description of materials to be used in any building or improvement;
- (d) A detailed site plan showing the building footprint and driveway;
- (e) The color scheme of all improvements;
- (f) Detailed landscape plans and specifications, which shall show proposed grades, areas of woods, trees to be removed, existing trees, their species, size and location, and the size and location of proposed trees, shrubs, fences, berms, walls, patios, family gardens, bedding plantings, and other landscape materials; and
- (g) Such other materials as the Committee may deem necessary.

All structures shall be designed by a registered architect, a professional engineer experienced in home design, or comparable qualified individual or firm. A SUBMISSION WILL NOT BE COMPLETE AND WILL NOT BE REVIEWED BY THE COMMITTEE, AND THE THIRTY (30)-DAY APPROVAL TIME SET FORTH BELOW SHALL NOT COMMENCE, UNTIL ALL DOCUMENTS REQUIRED IN THIS SECTION 3.02 HAVE BEEN SUBMITTED. All such submissions shall be to Developer at its principal place of business (or, if Developer ceases to be a member of the Committee, such other address that the Committee may designate). Developer shall then call a meeting of the Committee to consider such plans and specifications. Action of the Committee shall be by majority vote of the Committee members present at such meeting. A tie vote on an issue shall be deemed equivalent to rejection. The Committee, with the written consent of a majority of its members, may take action without a meeting. The Committee may approve, disapprove or approve subject to stated conditions the preliminary and final

development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by two or more Committee members or by the Committee's authorized representative. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days after their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with. If such plans are not rejected, then the Owner of the Lot shall construct the improvements materially in accordance with the submitted documents. All material changes to such plans must be resubmitted to, and approved by, the Committee. Any changes to such plans that would lessen the quality or expense of the construction as previously approved shall be deemed to be material changes.

3.03 Standards. The Committee shall have the right to reject any plans and specifications or plot plans which, in the judgment and sole opinion of a majority of its members, or the representative of the Committee:

- (a) are not in conformity with any of the restrictions set forth in this Declaration or on the Plat; or
- (b) are not desirable for aesthetic reasons; or
- (c) are not in harmony with buildings located on the surrounding Lots; or
- (d) have exterior lighting, exterior signs, exterior television antennae, fencing or landscaping which are not desirable for aesthetic reasons; or
- (e) are not in conformity with the general purposes of this Declaration.

3.04 Occupancy. No structure shall be occupied unless it has been approved by the Committee pursuant to Section 3.02 hereof, constructed in accordance with the plans as approved by the Committee, and an occupancy permit has been issued therefor.

3.05 Approval of Contractors. 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 Committee prior to

commencement of any construction. Such approval may be withheld for reasons such as the proposed contractor's or builder's financial status or building reputation.

3.06 Liability of Committee. The Committee and its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:

- (a) The approval or disapproval of any plans and specifications, whether or not defective;
- (b) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
- (c) The development of any property within the Subdivision.

3.07 Parade of Homes. While the Developer retains ownership of any Lot, the Developer reserves the right to submit some or all of said Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of said Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing forty-eight (48) hours prior to the commencement of the Parade of Homes and ending forty-eight (48) hours after the conclusion of the Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in Migration Path Estates pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots and their successors and assigns shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by the Developer, the Madison Area Builders Association, or any of the builders or participants in the Parade of Homes during the period of the Parade(s) as set forth above, and the closing of any public or private streets in the Parade of Homes area. All Owners appoint the Developer as their attorney in fact to execute all necessary petitions, applications and consents to facilitate said street closings for the Parade of Homes.

ARTICLE IV

ARCHITECTURAL RESTRICTIONS

All buildings or any parts thereof shall be built and located in conformance with the following standards:

4.01 Front and Side Yard Requirements.

- (a) Minimum Front Yard: 64 feet for Lots 9, 10 and 12; 54 feet for Lot 11; and 30 feet for Lots 1 through 8, inclusive, and Lots 13 through 24, inclusive.
- (b) Minimum Side Yard: 10 feet each.
- (c) Minimum Rear Yard: 40 feet.
- (d) Maximum Lot coverage: 50%. At least 30% of the Lot area shall remain green space (i.e., uncovered by driveways, paved walkways and structures).
- (e) Permanent Open Space Area: No buildings or any parts thereof shall be located within the area designated as Permanent Open Space Area on Exhibit C attached hereto; provided, however, that any POWTS (as defined in Section 8.05) shall be allowed in accordance with terms and conditions of this Declaration.

4.02 Floor Area Minimums. Each Dwelling constructed on a Lot shall have a minimum of the following floor area of finished living space:

- (a) Single-story houses shall have not less than two thousand two hundred (2,200) square feet of finished area.

(b) Raised ranch (upper level only), bi-level and tri-level houses shall have not less than a combined total of two thousand two hundred (2,200) square feet of finished area on the main level and upper level.

(c) Two-story houses shall have not less than a combined total of two thousand five hundred (2,500) square feet of finished area.

(d) Open porches, screened porches, breezeways, patios, attached garages, and all basements (whether finished or not) are not to be included as part of the total area. Stair openings shall be included in determining floor area.

(e) The main level is defined as the level that is totally above the finished grade of the Lot.

The above minimum floor area requirements may be reduced by the Committee in the event the proposed architectural design and quality of the Dwelling is such that it presents an appearance comparable or superior to the appearance of other houses built in the Subdivision which conform to the above requirements.

4.03 Exterior Walls. The exterior walls of each building shall be constructed of brick, stone, wood, stucco or any other masonry material approved in writing by the Committee, or any combination thereof. All exposed concrete foundations shall be covered with brick or stone. Unfaced concrete block, prefabricated metal, aluminum, plywood or "Texture 1-11" siding will not be permitted. Vinyl siding shall be used sparingly and only with the Committee's prior written approval. All siding must be stained or painted. Because the colors available in stains and paints vary greatly, the desired color schemes must be submitted with the building plans for approval.

4.04 Color of Exterior Surfaces. It is the intent of the Architectural Control Committee to coordinate trim, siding and roofing colors to provide the most aesthetic combination for a particular Dwelling as well as for the Subdivision. The overall color schemes must be submitted with the building plans for approval.

4.05 Chimneys. All chimneys and flues shall be fully enclosed with brick or stone. Brick chimneys shall be corbelled.

4.06 Fascia. Fascia shall be cedar, redwood or any other material approved in writing by the Committee. No aluminum fascia will be permitted. All fascia shall be at least ten inches in height.

4.07 Soffits. Soffits may be aluminum or wood.

4.08 Roofing. All roofing shall be of laminated architectural grade, textured fiberglass, asphalt shingles, wood shakes, tile, slate or other acceptable material. No standard three-in-one (3 in 1) shingles shall be allowed. Only ridge vents shall be allowed.

4.09 Roof Pitch. Roof pitch shall be 6/12 (6 inches vertical to 12 inches horizontal) or steeper unless otherwise approved by the Committee.

4.10 Fences. Except as provided in Section 4.11 and 4.12, no fences or walls shall be erected without the prior written approval of the Committee. Fences approved by the Committee shall include only black or brown ornamental metal fences.

4.11 Partition Fences. For any Lot which abuts upon or is adjacent to land used for agriculture, farming or grazing purposes, the Lot's Owner at its sole cost and expense, shall keep and maintain partition fences, satisfying the requirements of the Wisconsin Statutes for a legal and sufficient fence between such land and the Lot.

4.12 Septic Area Fences. Owners shall cause their contractors to comply with all applicable rules, regulations and ordinances of any Governmental Authority, or set forth herein, regarding the construction of septic systems on the Lots and/or Outlots. Septic area fences shall be furnished and installed at each Owners' expense around the entire mound system on each Lot and/or Outlot where the septic system will be constructed or as the Town Engineer otherwise determines. Owners shall cause the removal and disposal of all trees, brush, logs or other debris that may interfere with the septic area fences and shall be responsible for any damage and loss of suitable septic field sites as the result of failure to comply with the requirements set forth herein. With the prior written approval of Developer, which may be withheld or conditioned in Developer's sole and absolute discretion, an Owner may use the Outlot that abuts such Owner's Lot for septic drainage for such Lot.

4.13 Building Elevations. All elevations of the Dwelling shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture shall occur at points relating to the massing, fenestration and overall design concept of the Dwelling. The Committee shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible

with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth in Section 3.03.

4.14 Building Location. All Dwellings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to Dwellings on adjoining Lots. The Committee may check sight lines based on proposed Dwelling location to minimize the Dwelling's obstruction of views from neighboring Lots. It is expected that buildings shall be approximately centered between side lot lines.

4.15 Utilities. All utilities serving any building or site shall be underground and, to the extent practical, adjacent to driveways. No building or other improvement, or trees shall be erected, placed or planted within any utility easement. Each Owner of a Lot which is burdened by a gas pipeline easement shall comply with the requirements set forth on Exhibit D attached hereto and incorporated herein. Notice is hereby given to each Owner of a Lot that, in the event that public sanitary sewer facilities become available to the Subdivision at a future date, the Owner of each Lot may be required to attach to the public sanitary sewer system at each such Owner's sole cost and expense.

4.16 Mailboxes and Exterior Yard Lights. Each Owner, at his or her expense, shall purchase a mailbox, newspaper tube, and post approved by Developer to be installed by the builder on the Lot in accordance with the United States Post Office Department regulations and Governmental Authority Code. Each Owner at his or her expense shall install a post light or comparable lighting, with a dusk to dawn sensor and outlet, which is otherwise approved by the Committee for the front yard on each Lot. Each light shall use only a direct wire and shall be controlled by a photo cell. Each Owner shall be responsible for the maintenance of the fixture. Exterior lighting on each Lot shall be of such focus and intensity so as the residents of adjacent Lots shall not be disturbed.

4.17 Garages; Use of Outbuildings. All garages shall be attached to the Dwelling and shall have space for no fewer than two cars nor more than three cars. All garage doors shall not exceed eight (8) feet in height. Larger garages and taller garage doors may be permitted with the prior written approval of the Committee. Side entry garages shall be required on all Lots that have a width of one hundred ten (110) feet or greater as measured from the front yard setback line. Garage doors will not face the street unless a variance is granted or in the case of corner lots. No trailer, basement, tent, treehouse, shack, garage, barn or outbuilding, or any part thereof, erected on any Lot shall at any time be temporarily or permanently used as a residence. This restriction does not prohibit construction trailers during the period of construction.

4.18 Landscaping. The following guidelines shall be followed for each Lot:

(a) Landscape plans shall be developed to enhance the ambience of each Lot. The overall plan shall concentrate on street side foundation plantings and shall adapt to the surrounding topography of the Lot.

(b) All yards shall be fertilized and sodded, or fertilized, seeded and mulched. This requirement includes the area within the street right of way.

(c) Owners shall be responsible for the maintenance of the plantings and yard areas and shall remove and replace any trees or shrubs which die with a like variety of the same size as the original plant at the time of planting so as to maintain the Lot's original landscaping elements. The use of plantings in excess of the requirements herein is encouraged. However, the complete screening of the front yard area is prohibited.

(d) All plantings required to be placed upon the Lot shall be planted within thirty days of occupancy of the Dwelling or upon completion of construction, whichever comes first, except that sodding, seeding, and planting new vegetation shall not be required during any period in which winter weather conditions restrict the ability to complete the planting.

(e) No Owner shall grade or obstruct any swale or drainage way (whether in an easement or not) which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way. This shall include the drainage ditches along the public streets. The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage pattern of the surrounding Lots. Any modification to drainage patterns shall be approved by the Committee and the Governmental Authority.

(f) Each Lot shall, within one growing season of the issuance of a certificate of occupancy for the Dwelling located thereon, be improved with all landscaping that was set forth in the landscaping plan approved by the Committee under Section 3.02.

(g) Loud machinery used for landscaping or maintenance shall not be operated after 6:30 p.m. during any day of the week.

(h) Each Dwelling shall be constructed in a manner such that all stormwater runoff from the roof thereof shall be directed toward an absorbent, permeable surface such as grass or a planting bed. Stormwater from roof runoff may not be directly channeled into a driveway, street or into a stormwater drainage system.

(i) No structure, planting or other materials shall be placed or permitted to remain within any easement of record which may damage or interfere with the installation and maintenance of utilities or which may change the direction or impede the flow of surface water in drainage channels in the easement. The easement area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. The Owner shall not change the finished grade on a utility easement by more than 6 inches without the consent of the utility company.

(j) In addition to the requirements set forth in this Section 4.18, the landscaping plan for each Lot shall achieve a minimum of 1,000 landscaping points as determined by the following point schedule. Credit up to a maximum of 200 points will be given for existing canopy trees.

<u>Landscaping Element</u>	<u>Point Value</u>
Canopy Tree (greater than 4" caliper at 18 inches)	150
Canopy Tree (3" – 4" caliper at 18 inches)	100
Canopy Tree (2" – 3" caliper at 18 inches)	75
Canopy Tree or Small Tree (1-1/2" caliper at 18 inches)	50
Evergreen Tree (4 to 6 feet in height)	50
Large Deciduous Shrub (3-yr. transplant – 36" min.)	10
Small Deciduous Shrub (3-yr. transplant – 18" min.)	5
Evergreen Shrub (3-yr, transplant – 24" min.)	5
Perennials (1 gallon container)	5

To promote infiltration of run-off and in fulfillment of the requirements set forth herein, Owners may plant rain gardens which incorporate the plants set forth on Exhibit B attached hereto. All rain gardens shall be designed by a landscape professional and shall be approved and inspected by the Committee

to ensure that the rain garden is properly functioning, all at the sole cost and expense of the Owner. The Committee shall, in the Committee's sole and absolute discretion, assign a point value to any such rain garden as partial or complete satisfaction of the point requirement set forth above.

(k) The front yard of each Lot shall include at least two 1¾ inch caliber deciduous trees with a minimum separation of twenty (20) feet.

4.19 Construction Deadline. Each residential structure erected shall have its entire external construction completed, driveway paved, and shall be fully landscaped within twelve (12) months from the date of issuance of the building permit except for delays in completion due to strike, war, or act of God. Extensions of time due to other reasons may be permitted by the Committee due to extraordinary circumstances. If construction does not commence within twenty-four (24) months of purchasing the Lot from the Developer, Developer shall then have the right to buy back that Lot from the Owner for the price originally paid by the Owner to Developer for the Lot.

4.20 Driveways. All driveways from the garage to the street shall be paved with concrete (cement) or other material approved by the Committee which has an equivalent quality and decorative appearance within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Owner's ability to complete such construction. Driveway culverts shall be installed under all driveways by Owner. All driveway culverts shall be arch-shaped with an eighteen (18") inch pipe equivalent diameter minimum and shall have apron-end sections on each end. All driveways shall have sufficient space to allow for parking of no fewer than two (2) cars.

4.21 General. No outbuildings, satellite dishes, fences, walls, basketball hoops, lawn ornaments, tennis courts, play equipment, swimming pools or other structures shall be erected, placed or altered on any Lot without prior approval in writing by the Committee, as to placement, landscaping, materials, colors and design.

4.22 Variations. The Committee is authorized in its sole discretion to grant variances from any provision of this Declaration where such variances will assist in carrying out the intent and spirit of this Declaration.

4.23 Inspections. The Committee and its designated representatives shall have the right to inspect the construction of any improvements to any Lot, with notice and during regular business hours, to ensure that all construction is performed

in accordance with the plans and specifications previously approved by the Committee.

4.24 Additional Provisions. The Committee shall have the right to promulgate rules, regulations and guidelines, in addition to those provided in this Declaration, without amending this Declaration. Such rules, regulations and guidelines shall be binding upon all Owners, effective as of the date on which such additional rules, regulations and guidelines are adopted.

4.25 Exemption for Lot 3. So long as the Dwelling now located on Lot 3 is owned by D. Wayne Day, Margaret L. Day or any of their lineal descendants or such descendants' spouses, then the Dwelling and improvements located on Lot 3 shall remain exempt from the architectural restrictions set forth in this Article IV. If, however, the Dwelling located on Lot 3 ever becomes completely destroyed by fire or other casualty and such Dwelling is then reconstructed, then the reconstructed Dwelling on Lot 3 shall conform to the requirements set forth in this Article IV, regardless of the ownership of such Dwelling. At such time as the Dwelling located on Lot 3 ceases to be owned by D. Wayne Day, Margaret L. Day or any of their lineal descendants or such descendants' spouses, then all newly-constructed Dwelling and other improvements constructed upon Lot 3 thereafter shall comply with the architectural restrictions set forth in Article IV. The improvements located on Lot 3 at the time such exemption ceases to apply to Lot 3 shall, however, remain exempt from the architectural restrictions set forth in Article IV.

ARTICLE V

USE RESTRICTIONS

5.01 Single-Family Residences. Each Lot shall be used for single-family residential purposes, except that Developer may use one or more Lots as a sales office and/or model home for purposes of marketing the Lots and Dwellings. A Lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than one unrelated person. Except as otherwise expressly provided herein, no structures shall be erected, altered, placed or permitted to remain on any Lot or part thereof other than one detached single-family dwelling, not to exceed two stories in height, and a private garage attached to said dwelling for not less than two cars, nor more than three cars (each, a "Dwelling"). No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Dwelling. The foregoing

restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit an Owner from:

- (a) maintaining his or her personal professional library in his or her Dwelling;
- (b) keeping his or her personal business or professional records or accounts in his or her Dwelling;
- (c) handling his or her personal or business records or accounts in his or her Dwelling;
- (d) handling his or her personal business or professional telephone calls or correspondence from his or her Dwelling; or
- (e) maintaining a home occupation in compliance with the applicable zoning ordinances and regulations for a home occupation in a residential district.

Nothing in this Section 5.01 shall authorize the maintaining of an office (other than a sales office model, or an office for a home occupation as described herein) at which customers or clients customarily call and the same is prohibited.

5.02 Signs. No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than four square feet advertising the Lot for sale during the hours of open house showings only, or signs provided and allowed exclusively by Developer for builders or licensed real estate brokers during the initial construction and sales periods. This restriction does not apply to lawn signs of not more than four (4) square feet advertising home or Lot for sale. Developer reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Lots and to erect appropriate signage for the sales of Lots.

5.03 Garbage and Refuse Disposal. No Lot or Outlot shall be used or maintained as a dumping ground for rubbish, trash, cuttings, leaves, rocks, earth, garbage or waste. All clippings, rocks or earth must be in containers. Trash containers must be visually screened and may be placed upon the curb only on days of trash collections. No garbage or refuse shall be placed on any Lot unless in a suitable container. Screened composting facilities may be maintained subject to the approval of the Committee.

5.04 Storage and Parking. Outdoor storage of vehicles, boats, or any other personal property is prohibited. The parking of service vehicles owned or operated by the Owners and their families is prohibited unless they are kept in garages. The storage of automobiles, boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles or any other recreational vehicles is prohibited unless kept inside the garage. On-street parking on a temporary basis for Owners' visitors and guests is allowed, subject to reasonable rules and regulations that the Association may adopt from time to time. No firewood or wood pile shall be kept outside a Dwelling. Nothing set forth in this Section 5.04 shall prohibit temporary storage of moving vehicles for the purpose of loading or unloading for a period of no more than eight (8) hours. No cars or other equipment may be parked on any yard at any time.

5.05 Outdoor Equipment. Clothes line poles shall not be permitted on any Lot and no laundry or wash shall be dried or hung outside any Owner's Dwelling. No wind-powered electric generators, windmills, exterior television or radio receiving or transmitting antennae or satellite receiving dish shall be placed without approval of the Committee (to the extent allowed by law). Seasonal decorations are permitted; however, other yard decorations and sculptures, including wildlife reproductions, are prohibited without the prior written approval of the Committee. Outdoor play equipment and structures must be located at least ten feet from the lot lines and shall be prohibited without the prior written approval of the Committee.

5.06 Nuisance Prohibited. No noxious or offensive trade, hobby or activity shall be carried on which may be or will become a nuisance to the Subdivision. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Owner of each Lot shall be responsible for maintaining the Lot and any structures in a neat appearance. This covenant should not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard and provided that such gardens shall be pursuant to plans previously approved by the Committee under Section 3.02. The Lots shall be used for only residential purposes and not for agricultural purposes. No loud or unreasonable noise will be permitted. The operation of any motorbike, go-cart, or other motorized device within the Subdivision shall be deemed a nuisance if the sound generated therefrom is an annoyance to neighbors. The operation of snowmobiles on any Outlot is prohibited.

5.07 Pets and Animals. Not more than three (3) domesticated pets may be permanently kept on any Lot. No animals, livestock, reptiles, birds, or poultry of any kind shall be raised, bred or kept on any Lot, except that not more than three (3) domesticated pets may be kept provided that they are not kept, bred, or

maintained for any commercial purposes. Households wishing to keep more than three (3) domesticated pets must obtain approval from the Association. 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 fee or not. No Owner may keep a dog whose barking creates a nuisance to neighbors. When outside the Dwelling, dogs must be on leash or under voice control. No animal having vicious propensities shall be kept or maintained either inside or outside the Dwelling.

5.08 Firearms and Hunting. No firearms shall be discharged, and no hunting shall be allowed, within the Subdivision.

5.09 Access, Easements and Rights-of-Way. Except as otherwise expressly provided in Section 8.03 hereof, no Owner may grant any access, easement, right-of-way, or sell lands or use other means to give adjacent lands access to any Lot or Lots.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

6.01 Members. Every Owner in fee simple of a Lot shall automatically be deemed to be a member of Migration Path Estates Home Owners Association, Inc., a Wisconsin nonprofit, nonstock corporation (which together with its successors and assigns is referred to herein as the "Association"). The Association shall be governed in accordance with the Association's articles of incorporation and bylaws. Land contract vendees and not land contract vendors shall be members of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. The Association shall have authority to manage the Outlots which have been conveyed to the Association by Developer in accordance with Article VII of this Declaration, to exercise any rights granted to it as easement holder under Article VIII of this Declaration, and to exercise any other rights granted to it under this Declaration.

6.02 Voting Rights. The Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all Owners of Lots, with the exception of Developer. Class A members shall be entitled to one vote

for each such Lot owned. When more than one person holds any interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(b) Class B. The Class B members shall be Developer. The Class B member shall be entitled to two (2) votes for each Lot owned. The Class B membership shall terminate and be converted to Class A membership upon the thirtieth (30th) anniversary of the date this Declaration is recorded.

ARTICLE VII

COMMON AREAS

7.01 Ownership. Outlots 1, 2, 3 and 4 shall be initially owned by Developer. Outlots 1, 2, 3 and 4 shall be maintained as set forth in Section 7.02 and 7.03 below, and may not be used for any purpose (including, without limitation, agricultural purposes), except as provided herein. Use of the Outlots may not be materially changed, except with the consent of the Governmental Authority.

7.02 Maintenance. Developer shall initially provide for the care, operation, management, maintenance and repair of Outlots 1, 2, 3 and 4, until such Outlots are conveyed to the Association as provided below, at which time the Association shall maintain Outlots 1, 2, 3 and 4. In the event the Developer and/or the Association fails to maintain Outlots 1, 2, 3 and 4 in the manner provided in this Declaration or under the duly adopted requirements of the Town or other Governmental Authority, the Town or other Governmental Authority may exercise its remedies under Wis. Stats. § 66.0627 and Section 7.04 below. The share of such maintenance charges charged against each Lot shall be a lien against such Lot. In such event, such assessment shall be included in the tax bill for such Lot. Regardless of any limitations on the amounts assessed by the Association for the maintenance of Outlots 1, 2, 3 and 4, the Town or other Governmental Authority shall not be limited in its authority to assess any additional sums for maintenance, repairs and taxes if the Developer and/or Association, as appropriate, fails to manage, maintain and preserve Outlots 1, 2, 3 and 4 in the manner described in this Declaration or any duly adopted requirements of the Town or other Governmental Authority.

7.03 Conveyance of Outlots 1, 2, 3 and 4 to the Association.

(a) Developer may at any time convey Outlot(s) 1, 2, 3 and/or 4 to the Association, subject to Section 7.03(b) below. If Outlot(s) 1, 2, 3 and/or 4 is or are conveyed to the Association, the Association shall provide for the care, operation, management, maintenance and repair of such Outlot(s) in accordance with the provisions of this Declaration. Furthermore, the Association shall be responsible for the payment of any and all present and future general taxes and special assessments levied against such Outlot(s) which is or are owned by the Association. General property taxes and special assessments shall be prorated between the Developer and the Association based on the date of conveyance by the Developer to the Association. Taxes and assessments on Outlots 1, 2, 3 and 4 may be divided equally among the Lots by the taxing authority or, if taxed directly against Outlots 1, 2, 3 and 4, may be an assessment by the Association against each of the Lots in equal shares.

(b) Any Outlot not previously conveyed to the Association shall be conveyed at such time as seventy-five percent (75%) of the Lots have been conveyed to purchasers other than Developer.

7.04 Governmental Authority's Remedies for Default. If the Owner of Outlot 1, 2, 3 or 4 ("Outlot Owner") shall fail to properly maintain any portion of such Outlot as required under the terms of this Declaration or under the duly adopted requirements of the Town or other Governmental Authority, then the Town or other Governmental Authority may send written notice of such failure to the Outlot Owner, specifying the specific deficiencies (the "Deficiencies") in the Outlot Owner's performance of the maintenance to be performed by it. The Outlot Owner shall have thirty (30) days after receipt of such notice (except in the case of an emergency, in which case Owner shall have a reasonable time) in which to correct the Deficiencies except if the Deficiencies cannot reasonably be corrected within such thirty (30)-day period, then the Outlot Owner shall have such additional time as under the circumstances is reasonable to complete correction of the Deficiencies. If the Outlot Owner fails or refuses, for any reason, to timely correct or to begin to correct the Deficiencies, as the case may be, the Town or other Governmental Authority may, at its option, correct the Deficiencies and/or assess the amount of the costs so incurred to correct the Deficiencies against such Outlot(s), or, in the alternative, against each Lot on an equal basis. Such assessment shall be a lien on the real estate, and shall be included with the tax bill for each Lot or such Outlot, as the case may be. The remedies set forth herein shall be in addition to all other rights and remedies granted to the Governmental Authority at law or in equity, including the Town's or other Governmental

Authority's right to collect special charges pursuant to Wis. Stats. § 66.0627. DEVELOPER, THE ASSOCIATION AND ALL OWNERS OF ANY OUTLOTS OR LOTS HEREBY WAIVE NOTICE AND PROTEST OF ANY TAX OR ASSESSMENTS LEVIED BY ANY GOVERNMENTAL AUTHORITY AGAINST SUCH OUTLOTS OR LOTS PURSUANT TO THIS ARTICLE VII.

7.05 Uses.

(a) Except as provided in Section 7.05(b) and Article VIII below, Outlot 1, 2, 3 and 4 shall be used for permanent open space and stormwater management and infiltration purposes only.

(b) Developer hereby reserves for itself and, upon conveyance of Outlot 4 to the Association, for the Association, the right to construct improvements for recreational use upon Outlot 4 for the common benefit of all of the Owners. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made by Developer or any other person with regard to the construction, continuing existence, ownership or operation of any improvements on Outlot 4. Further, the ownership and/or operation of any such improvements may change at any time and from time to time. If such improvements are constructed on Outlot 4, such building would become a Common Area and membership in the Association would confer a conditional right of access to such improvements, if any, and the costs of construction and subsequent maintenance, insurance, repair and replacement of such improvements would be chargeable by the Association to all Lots equally under Article X as a general assessment or special assessment.

(c) Outlots 1, 2, 3 and 4 shall be maintained and kept free of noxious weeds.

ARTICLE VIII

RESERVATION OF ENTRYWAY AND OTHER EASEMENTS

8.01 Sign and Monument Easements. A perpetual easement is reserved for Developer to install (at Developer's option), keep and maintain a sign and monument identifying the Subdivision, within an area on Lot 1 and Outlot 4 as designated on the Plat. Following completion of the sign and monument, the beneficiaries of the easement shall be the Owners of the Lots, acting through the Association. The Developer or Association, as appropriate, and the Governmental

Authority, shall be permitted by the Owners of Lot 1 and Outlot 4 to enter upon Lot 1 and Outlot 4 for installation, maintenance and repair of the signs and monuments, at their option. The Developer or Association, as appropriate, shall maintain in good order the landscaping around the Subdivision entrance signs and monuments on Lot 1 and Outlot 4, at the sole expense of the Developer or Association, as appropriate. In the event the Developer or Association, as appropriate, shall fail to maintain such landscaping as required, the Governmental Authority can perform such landscaping maintenance, at the Developer's or Association's, as appropriate, expense.

8.02 Berm, Retaining Wall, Pillars, Landscaping, Lights and Fencing. A perpetual easement is reserved for Developer to install (at Developer's option), keep and maintain: (i) a berm, decorative retaining wall, decorative pillars, landscaping, lights and/or fencing within the entrance sign easement on Lot 1 and Outlot 4; (ii) street lighting at each intersection within the Subdivision; (iii) landscaping within the areas designated on the plat as a "Landscape Buffer" over portions of Lots 1, 2 and 17 through 21, inclusive; (iv) landscaping on the roundabout to be located at the intersection of Fiddlers Elbow Drive and Whistling Wind Way; and (v) landscaping within the medians in the Subdivision. Following completion of such improvements by Developer, the beneficiaries of the easement shall be the Owners of the Lots, acting through the Association. The Developer or Association, as appropriate, shall maintain in good order such berm, decorative retaining wall, decorative pillars, lights and/or fencing and landscaping, at the sole expense of the Developer or Association, as appropriate. In the event the Developer or Association, as appropriate, shall fail to maintain such items as required, the Town or other Governmental Authority shall be permitted by the Owner and/or owner of the areas encumbered by such easement to have access to such berm, decorative retaining wall, decorative pillars, landscaping, lights and/or fencing for maintenance and repair purposes, at the Developer's or Association's, as appropriate, expense. The Town or other Governmental Authority shall have the right to collect a special charge for such maintenance and repair costs pursuant to Wis. Stats. § 66.0627.

8.03 Easement for Joint Driveway and Common Access for Lots 1, 2, 3 and 4. Notwithstanding any other term, provision or condition contained herein to the contrary, a perpetual easement shall exist over that portion of Lot 3 labeled on the Plat as "Joint Driveway Easement" for the mutual benefit of Lots 1, 2, 3 and 4 as a common private driveway. The easement shall also cover those portions of Lot 3 that are required to provide access from Lots 1, 2 and 4 to the Joint Driveway Easement. The access points shall be determined by the Committee, in the sole and absolute discretion of the Committee. Except as provided below, the Owners of Lots 1, 2, 3 and 4 shall share equally in the costs of maintaining,

repairing and replacing the driveway, with each such Owner's obligations commencing upon such Owner's receipt of an occupancy permit for such Owner's Dwelling. If the Owners of Lots 1, 2, 3 and 4 shall fail to maintain the driveway to the level prevailing for other driveways within the Subdivision, the Town or other Governmental Authority shall have access to the driveway upon thirty (30) days' notice to repair, maintain or replace the same. The Town or other Governmental Authority shall have the right to collect a special charge for such maintenance and repair costs pursuant to Wis. Stats. § 66.0627. Notwithstanding the foregoing, if the Owner of Lot 4 uses the Joint Driveway Easement for vehicular and pedestrian access to and from Lot 4 and Whistling Wind Way, then the Owner of Lot 4 shall have no right to access Whistling Wind Way from any other location on Lot 4. If the Owner of Lot 4 chooses not to use the Joint Driveway Easement for access to Whistling Wind Way, then the Owner of Lot 4 shall have no obligation to maintain, repair or replace any portion of the shared driveway.

8.04 Public Pedestrian Access Easement. A perpetual easement shall exist over that portion of Outlot 1, Lot 3 and Outlot 4 labeled on the Plat as the "Public Pedestrian Access Easement" for use as a pedestrian trail and not as a bike path. Developer shall improve only those portions of the Public Pedestrian Access Easement which are located on Outlot 4 with pea gravel or a similar porous material. Following completion of such improvements by Developer, the beneficiaries of the easement shall be the Owners of the Lots, acting through the Association. The Developer or Association, as appropriate, shall maintain the pedestrian trail in good order, at the sole expense of the Developer or Association, as appropriate. In the event the Developer or Association, as appropriate, shall fail to maintain such items as required, the Governmental Authority shall be permitted by the Owner and/or owner of the areas encumbered by such easement to have access to such pedestrian trail for maintenance and repair purposes, at the Developer's or Association's, as appropriate, expense.

8.05 Easement for Private Onsite Wastewater Treatment System ("POWTS").

(a) Developer hereby reserves for the benefit of Lot 3, for so long as the existing Dwelling is located on Lot 3, an easement over that portion of Outlot 2, as shown on the Plat, for the operation, maintenance, repair and replacement of all components of the POWTS serving Lot 3 and located on Outlot 2, the cost and expense of which operation, maintenance, repair and replacement shall be the sole responsibility of the Owner of Lot 3. The Owner of Lot 3 shall also repair and restore to its original condition all other portions of Outlot 2 which are disturbed as a result of the uses allowed under this Section 8.05(a).

(b) Developer hereby reserves for the benefit of any Lot in need of a POWTS (as determined in Developer's reasonable discretion), an easement over Outlot 2 for the installation, maintenance, repair and replacement of all components of a POWTS and any future replacement or alternative POWTS.

(c) In addition to the uses described in Section 7.05, Outlot 2 may be used for the purposes described in this Section 8.05.

ARTICLE IX

DIVISION OF LOTS BY OWNERS

No Lot shall be further divided or reduced in size without the prior written approval of the Committee. In no instance shall such division create a parcel which is not developable in compliance with this Declaration or which would violate any applicable state or local laws, ordinances or regulations regulating the Lots. This Article IX shall not prevent the adjustment of boundary lines between Lots, so long as (a) no additional building parcel or lot is created thereby; (2) the adjustment is approved by the Committee, and (3) the Lots following adjustment comply in all respects with state and local requirements regarding subdivision and land division. Following any such adjustment, the revised boundary lines shall be deemed to be the lot lines for purposes of measuring any setback requirements under this Declaration.

ARTICLE X

CHARGES AND ASSESSMENTS

10.01 General Annual Charge. All Lots shall be subject to general annual charges, which may be determined and assessed annually by the Association, for the purpose of defraying the costs and expenses (including actual attorneys' fees) of the Association in carrying out its stated purposes and functions, for maintaining, landscaping, paying real estate taxes and special assessments against, and improving the Common Areas (including any building that may be constructed upon Outlot 4). The general charge shall be sufficient to raise an amount which, in the reasonable judgment of the Association, may be required for the ensuing calendar year and for future capital improvements (including interest costs). The amount of the charge to be levied against each Lot shall be equal to the total charges times a fraction, the numerator of which shall be 1 and the denominator of which shall be the total

number of Lots. Such charges shall be paid annually to the Association on or before March 1 of each year.

10.02 Special Charges. All Lots shall be subject to special charges, which may be determined and assessed by the Association for the expenses described in Section 10.01 for which the general annual charges are inadequate or to remedy any violation of any Owner of the terms of this Declaration. Special charges may be assessed against all Lots in the manner provided for in Section 10.01 or, in the event such expenses arise from an Owner's violation of the terms provided in this Declaration, the Association may levy special charges in the amount of such expenses on the Lot of the Owner who commits the violation. In addition to the foregoing purposes, special charges in the amount equal to the annual charges for one year, may be assessed to each Owner upon such Owner's purchase of a Lot from Developer.

10.03 Collection. The right to collect or enforce the collection of charges is hereby exclusively delegated to the Association. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. All charges which are unpaid when due shall from such date become and remain a lien upon the Lot until paid, with interest thereon from the due date of Fifteen Percent (15%) per annum until paid in full. The Association shall have the sole right to bring any and all actions and proceedings for the collection of the charges and the enforcements of liens therefor. Any liens securing unpaid charges arising by virtue of this Article X shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall present or impede the collection of lawful charges, taxes or similar charges by the Governmental Authority. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lot. Any such foreclosure action may be brought, at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wisconsin Statutes, to the extent said section is applicable. The Association shall, upon the written request of an Owner or purchaser of any Lot, issue a Certificate of Status of Lien. If an attorney is retained to enforce any such delinquent charge, reasonable attorneys' fees, title charges, court costs and other costs incurred shall be added to and become a part of such charge.

ARTICLE XI

MISCELLANEOUS

11.01 Term and Amendment. Unless amended as provided herein, this Declaration shall run with the land and shall be binding upon all persons claiming an interest in a Lot, or through Developer for a period of twenty-five (25) years from the date this Declaration is initially recorded. Until all of the Lots and Outlots in the Subdivision have been sold or conveyed by Developer and except as provided herein and in Section 11.02 below, this Declaration may be amended by the recording of a written instrument executed by or on behalf of all the following: (1) Developer and (2) the Owners of at least Sixty-Six Percent (66%) of the Lots subject to this Declaration. Thereafter until the termination of this Declaration, this Declaration may be amended by the recording of an instrument executed by the Owners of at least Sixty-Six Percent (66%) of the Lots subject hereto. After the expiration of the initial term of this Declaration, this Declaration (as presently written or as so amended) shall be automatically extended for successive periods of ten (10) years, unless an instrument executed by the Owners of at least Sixty-Six Percent (66%) of the Lots subject hereto has been recorded to terminate or amend the same in whole or in part. In ascertaining the number of Owners assenting to any such instrument, persons, including any entity, having the power to convey the fee simple title to (or, in the case of a land contract, the purchaser's interest in) a given Lot shall constitute a unit having a single vote.

11.02 Limitations on Amendments. In recognition of the fact that Sections 4.18(e), 4.18(h), 4.18(i), 7.02, 7.04, 7.05, 8.01, 8.02, 8.03, 8.04, Article IX, 11.02 and 11.03 of this Declaration are for the benefit of the Governmental Authority, no amendment to the foregoing sections that may reduce or limit the rights of the Governmental Authority thereunder may be made without the written approval of the Governmental Authority.

11.03 Enforcement. Developer, the Association and any Owner shall have the right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of the Declaration, (i) to restrain or cure the violation; (ii) in the case of the Developer or the Association, to correct the violation itself and recover its costs from the violator; or (iii) to recover damages; provided that in each of the foregoing cases, the alleged violator shall have first been given thirty (30) days' notice of the violation and such violation shall not have been cured within such thirty (30)-day period. If such violation cannot reasonably be cured within such thirty (30)-day period, then the alleged violator shall have such additional period of time as is reasonably necessary to cure the violation prior to commencement of enforcement proceedings.

Nothing herein shall be deemed to limit the rights of the jurisdiction in which the Lots are located to enforce any zoning codes, ordinances, regulations or other requirements which may be identical or similar to the requirements of this Declaration. The remedies of the Governmental Authority for violation of rights specifically granted to the Governmental Authority under this Declaration are set forth in Sections 7.04, 8.01, 8.02, 8.03 and 8.04.

11.04 Severability. Invalidation of any one provision of these covenants by judgment or court order shall in no way affect any other provisions, which other provisions shall remain in full force and effect.

11.05 Nonforfeiture. Except as expressly provided otherwise herein, no violation of these restrictions shall not result in a forfeiture or reversion of title to any Lot.

11.06 Attorneys' Fees. If any suit or action is brought to enforce the provisions of this Declaration, the party who prevails in such action or suit shall be entitled to recover its court costs and attorneys' fees from the other party.

11.07 Notices. Notices to the Town shall be delivered via certified or registered mail, return receipt requested, to the Town of Windsor at 4084 Mueller Road, DeForest, Wisconsin 53532. Notices shall be given to the Declarant at the following address: Migration Path Development, Inc., 6558 County Highway C, Sun Prairie, Wisconsin 53590. Notices to one owner of any Lot within the Subdivision shall be given care of the street address of the Lot. Any party may change its address by written notice given to the other parties. Either party, their successors and assigns, may change said addresses by notice properly given hereunder.

Executed at Madison, Wisconsin, the day and year first above written.

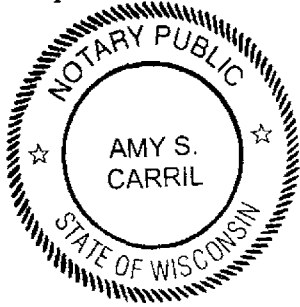
MIGRATION PATH DEVELOPMENT, INC.
(the "Developer")

By: D. Wayne Day
D. Wayne Day, President

By: Lisa Mohar
Lisa Mohar, Secretary

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

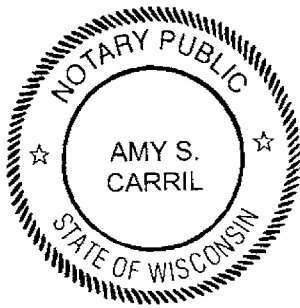
Personally came before me this 12th day of June, 2007, the above-named D. Wayne Day and to me known to be the President of Migration Path Development, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said corporation.



Amy S. Carril
Name: Amy S. Carril
Notary Public, State of Wisconsin
My Commission: expires 3-28-2010

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 12th day of June, 2007, the above-named Lisa Mohar and to me known to be the Secretary of Migration Path Development, Inc., who executed the foregoing instrument, and acknowledged the same on behalf of said corporation.



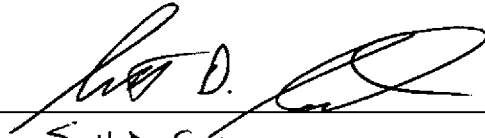
Amy S. Carril
Name: Amy S. Carril
Notary Public, State of Wisconsin
My Commission: expires 3-28-2010

CONSENT OF MORTGAGEES

The undersigned, being the holder of a mortgage against the Subdivision, consents to the Declaration of Protective Covenants set forth above and agrees that its interest in the Property shall be subject to this Declaration.

Dated: June 11th, 2007.

DMB COMMUNITY BANK

By: 
Name: Scott D. Carhams
Title: Vice President

The undersigned, being the holder of a mortgage against the Subdivision, consents to the Declaration of Protective Covenants set forth above and agrees that its interest in the Property shall be subject to this Declaration.

Dated: 6/12/07.

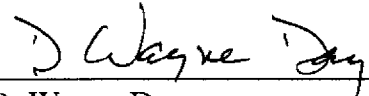
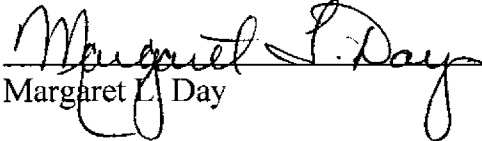

D. Wayne Day

Margaret L. Day

EXHIBIT A

Description of Lots and Outlots

Lots 1 through 24, inclusive, and Outlots 1, 2, 3 and 4, Migration Path Estates, located in the Town of Windsor, Wisconsin.

EXHIBIT B

Rain Garden Plant List

Wet (Sun)

FORBS:

Sweetflag	<i>Acorus calamus</i>
Canada Anemone	<i>Anemone canadensis</i>
Marsh Milkweed	<i>Asclepias incarnata</i>
New England Aster	<i>Aster novae-angliae</i>
Marsh Marigold	<i>Caltha palustris</i>
Turtlehead	<i>Chelone glabra</i>
Boneset	<i>Eupatorium perfoliatum</i>
Joe-Pye Weed	<i>Eupatorium maculatum</i>
Queen of the Prairie	<i>Filipendula rubra</i>
Blue Flag Iris	<i>Iris versicolor</i>
Prairie Blazingstar	<i>Liatris pycnostachya</i>
Great Blue Lobelia	<i>Lobelia siphilitica</i>
Culver's Root	<i>Veronicastrum virginicum</i>
Golden Alexander	<i>Zizia aurea</i>

SHRUBS:

Black Chokeberry	<i>Aronia melanocarpa</i> 'alata'
Red-osier Dogwood	<i>Cornus stolonifera</i>
Kalm St. Johnswort	<i>Hypericum kalmianum</i>
Common Winterberry	<i>Ilex verticillata</i>
Pussy Willow	<i>Salix discolor</i>
Meadow Sweet	<i>Spiraea alba</i>

Wet (Shady)

FORBS:

White Snakeroot	<i>Eupatorium rugosum</i>
Cardinal Flower	<i>Lobelia cardinalis</i>
Ostrich Fern	<i>Matteuccia pennsylvanica</i>
Virginia Bluebells	<i>Mertensia virginica</i>
Wild Blue Phlox	<i>Phlox divaricata</i>
Solomon's Seal	<i>Polygonatum biflorum</i>
Zigzag Goldenrod	<i>Solidago flexicaulis</i>
Woodland Meadowrue	<i>Thalictrum dioicum</i>

SHRUBS:

Black Chokeberry
Common Ninebark
American Black Currant
American Elder
American Cranberrybush

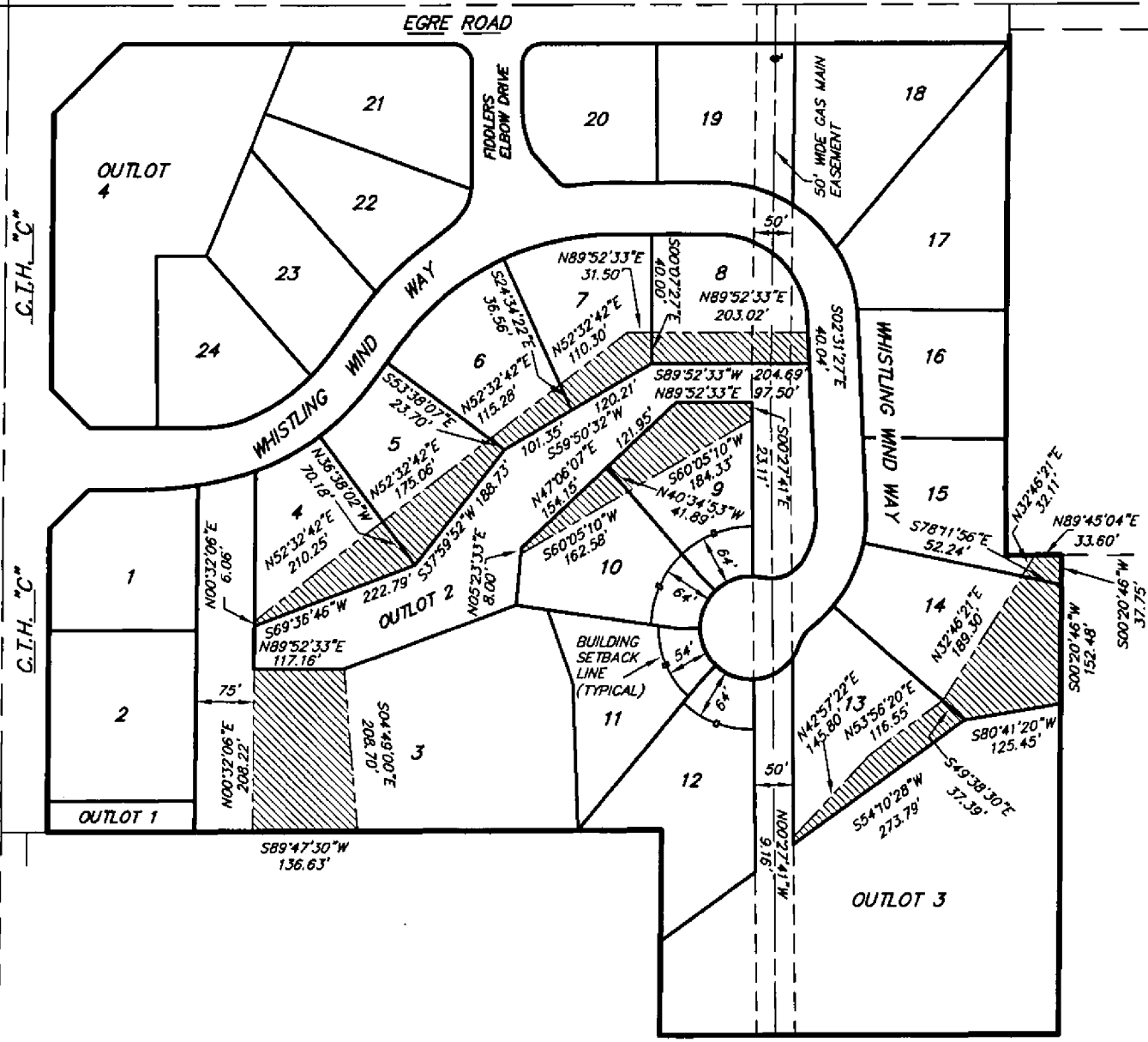
Aronia melanocarpa 'alata'
Physocarpus opulifolius
Ribes americanum
Sambucus Canadensis
Viburnum trilobum

EXHIBIT C

Open Space and Setback Exhibit

OPEN SPACE AND SETBACK EXHIBIT

V:\LD02\DAY WINDSOR 33055294\dwg\FINAL ENGINEERING\DAY_MIGRATION SETBACK EXHIBIT_5294.DWG by: jqua 18 Jun 2007 - 8:26a



 PERMANENT OPEN SPACE AREA. NO BUILDINGS PERMITTED WITHIN THE DESIGNATED AREAS.

PART OF LOTS 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, MIGRATION PATH ESTATES, TOWN OF WINDSOR, DANE COUNTY, WISCONSIN

VIERBICHER ASSOCIATES
 Committed to Quality Service Since 1976
 REEDSBURG - MADISON - PRAIRIE DU CHIEN
 999 Fourler Drive, Suite 201 Madison, Wisconsin 53717
 Phone: (608) 826-0532 Fax: (608) 826-0530

REVISIONS	SCALE	SHEET
6-18-07 STREET	1"=200'	1 OF 1
	CHECKED JRQ	
	DRAFTER JRQ	
	FILE SEE LEFT	
JOB NO. 33055294.00	DATE 4-3-07	

EXHIBIT D

Pipeline Easement Restrictions

REQUIREMENTS AND RESTRICTIONS FOR PROPERTY DEVELOPMENT

The following information will be of assistance to you as a landowner, tenant, contractor, or developer.

Please note that these guidelines and requirements are general in nature. We recommend you contact the local field representative to discuss your specific situation.

TREES

No trees shall be planted within the confines of the rights of way and easements. We consider trees to be any plants that can grow to a height of 5 feet at maturity. This would include such species as fir, pine, arborvitae, hemlock, maple, rhododendron, birch, fruit trees, willow, etc. Such trees inhibit access to the pipeline, and their roots can damage the pipeline. Shrubs that do not reach a mature height of greater than 5 feet may be located within the rights of way provided they are not planted within 10 feet of the pipeline or between the pipelines where multiple lines exist. Shrubs include such species as English and dwarf yews, holly, heather, dwarf rhododendron, azalea, barberry, etc. Please note that under the terms of the rights of way agreements, ANR Pipeline Company still reserves the right to cut and remove any trees and/or shrubs that interfere with the operation and maintenance of its facilities. ANR Pipeline Company will not be responsible for compensation, restoration, or replanting of the trees.

Any planting of shrubs, or removal of existing shrubs or trees within the easement limits must be done in the presence of, or with the approval of, a company representative.

No machine excavation may be undertaken on our easement limits without company approval, or done in the presence of a company representative.

ANR Pipeline Company will not be responsible for any damage to shrubs/trees located within our easement limits as a result of construction, operation, and maintenance of our pipelines.

COVER

We cannot allow the removal of any soil from the rights of way. Soil removal could potentially expose the pipeline to damage.

Small amounts of fill may be added; with ANR Pipeline Company's approval first and provided it is clean fill--free of rocks, stumps, and debris. No water impoundment is allowed within the confines of the pipeline easement. ANR Pipeline Company's approval is required for any fill to be placed within the easement. As a result of the added fill, you may be required to provide ANR Pipeline Company with additional rights of way, at no cost to the company.

STRUCTURES

We cannot allow the construction of structures on the rights of way and easements including items such as houses, tool or utility sheds, garages, swimming pools, house trailers, decks, light poles, trash dumpster enclosures, etc. These structures may hinder access to the pipeline during maintenance or at times of service interruption.

FENCES

Fences, though permanent structures, may be located across the rights of way, however not parallel within the easement, provided provisions are made for ANR Pipeline Company crews and equipment to gain access through them. Fences must be installed with a suitable gate so that pipeline crews and equipment can access the rights of way. No fence post may be placed closer than 5 feet from the pipeline.

PAVING

In most instances asphalt paving may be permitted over the pipeline rights of way and easements. However it must be kept to a minimum. Each paving proposal is evaluated on its own merits. Prior to paving over the pipeline, the pipeline must first be inspected and if necessary the existing earthen material may have to be replaced with suitable fill. This will be completed at the landowner and/or developer's cost and under the supervision of an ANR Pipeline Company representative. The landowner and/or developer will be required to pay for the installation of additional test leads, pipeline coating inspection, and/or ground to soil test holes along the paved area to allow ANR Pipeline Company to monitor the integrity of its cathodic protection system.

There is no objection to construction of driveways or parking areas over our rights of way and easements, provided permission is applied for and approved by ANR Pipeline Company. In such instances, a minimum of 4 feet of cover is required over the pipeline. Driveways are to cross our pipeline as close to a right angle as possible. Concrete slabs and/or patios (concrete or brick) are not allowed on pipeline rights of way and easements.

There is no objection to the construction of roadways across the pipeline rights of way and easement, provided crossing permission is applied for and detailed road design drawings are submitted for our review in determining effects on our pipeline. General requirements for road construction are that a minimum of 5 feet of cover is to be maintained over the pipeline the entire width of the road surface with a minimum of 4 feet of cover maintained over the pipeline in ditch areas. Roadways may not be constructed longitudinally within our rights of way and easement. The cost of any protection required for our facilities to accommodate the proposed vehicle loadings shall be borne by the landowner and/or developer.

UNDERGROUND UTILITIES

So as not to interfere with our pipelines, underground utilities crossing the pipelines shall be installed with a minimum of 18 inches clearance, unless otherwise directed by the Area Manager or Pipeline Services. Utilities include sewers, drain lines, water pipes, gas pipes, underground electric, or telephone cables, etc. These facilities are not to be placed parallel to our pipeline within the rights of way and easements. Septic systems shall not be built on the rights of way and easement. However, a solid, non-leaching septic line may be placed across the right of way provided it adheres to the 18-inch clearance previously stated.

OVERHEAD LINES

There is no objection to the installation of overhead power or telephone lines provided no poles, towers, or expansion anchors are located on the pipeline rights of way and easement or within 25 feet, measured at right angles, of the pipeline.

HEAVY EQUIPMENT

No heavy equipment should be moved across the rights of way and easements prior to notifying and obtaining written approval from the area manager.

EXCAVATION

Any construction activities on the rights of way and easements or within 25 feet of the pipeline must be done in the presence of a company representative so as to avoid damage to the pipeline facilities. Excavation within 18 inches of our pipelines must be done with the use of hand tools only. Your state's One Call system must be notified. A list of One Call numbers is available on pages ii-iv.

BURNING

No open burning will be allowed within the company's pipeline easement.

NOTICE PRIOR TO CONSTRUCTION

A minimum of 72-hours notice is required prior to any construction.

Encroachments within our easement in violation of these guidelines, requirements, and restrictions will be removed at landowner's expense.

ANR Pipeline Company understands its responsibility and is attempting to exercise our easement rights with a minimum of inconvenience to you.

Your safety, the safety of the public, and the safety of the pipeline is important to us, so we are asking for your cooperation in adhering to these guidelines, requirements, and restrictions for property development.