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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND
RESERVATION OF EASEMENTS FOR
BELLE FARM**

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AND RESTRICTIONS AND RESERVATION OF
EASEMENTS FOR BELLE FARM**

This Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Belle Farm (the “**Declaration**”) is made this ____ day of February, 2024, by Pleasant Acres, LLC, a Wisconsin limited liability company (“**Declarant**”).

RECITALS

WHEREAS, Belle Farm is a mixed-use planned development district (“**PDD**”) in the City of Middleton, Dane County, Wisconsin. The Declarant is the owner of the real property more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the “**Property**”) upon which the Declarant intends to development and construct a mixed-use commercial and residential development.

WHEREAS, Belle Farm, as presently contemplated, will be developed in phases. Phase 1 will consist of three primary components: (i) three hundred twenty (320) multifamily units (the “**Multifamily Development**”), (ii) forty-seven (47) single family homesites and (iii) retail and commercial space:

A. The Multifamily Development will consist of three separate developments. The Rose will contain two hundred thirty-three (233) units together with retail space and amenities for the residents (“**The Rose**”). The Parlor will contain sixty-eight (68) units and amenities for the residents (“**The Parlor**”). Bluebird will contain nineteen (19) units together with retail space, public parking and amenities for the residents (“**Bluebird**”).

B. The forty-seven (47) single family homesites will have homes of various square footages (the “**Residential Property**”).

WHEREAS, Belle Farm will also contain parkland and green spaces designated to protect Graber Pond and provide areas for the community to recreate.

WHEREAS, Declarant deems it in the mutual best interests of all future owners within Belle Farm: (i) to protect property values, and contribute to the general safety and welfare of the Owners and Occupants, (ii) to delegate certain obligations, including, but not limited to, the

This instrument prepared by
and should be returned to:

Attorney Gregory C. Collins
Axley Brynerson, LLP
Post Office Box 1767
Madison, WI 53701-1767

See Exhibit A

Tax Parcel Number (PIN)

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responsibility to maintain and preserve the character, quality and appearance of Belle Farm and the Common Area and Improvements; and (iii) to establish certain rights, easements, appurtenances, interests and benefits applicable to the Owners and Occupants, and other hereinafter defined users of the Property; and to that end, hereby subjects the Property to the covenants, conditions and restrictions and other provisions of this Declaration.

NOW THEREFORE, in consideration of the recitals, Declarant and any other person who joins in the execution of or consents to this Declaration, hereby declares that the Property shall be owned, used and conveyed subject to the easements, covenants, conditions, restrictions and all other provisions of this Declaration as it may be lawfully amended from time to time, and all such easements, covenants, conditions, restrictions and other provisions shall run with the land and bind, and also inure to the benefit of and be enforceable by, all Persons having any right, title or interest therein, or any part thereof, and their heirs, successors or assigns, however title is specified or determined.

ARTICLE I DEFINITIONS

The following terms when used in this Declaration shall have the following meaning, unless the context requires otherwise. Additional terms may be defined elsewhere within the text of this Declaration. The singular and plural of all terms shall be so defined.

Section 1. “*Additional Plat*” shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded with the Register of Deeds Office of Dane County, Wisconsin. “Additional Plat” shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. “*Additional Property*” shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration. Additional Property, if any, must be submitted to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the Declarant, the owner of the Additional Property, and need not be joined in by any other person or Owner. No property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term “*Property*” as used herein shall also mean the Additional Property.

Section 3. “*Amendment(s)*” shall mean any and all amendments to this Declaration.

Section 4. “*Architectural Control Committee*” shall mean the committee established in accordance with Article VIII.

Section 5. “*Articles*” shall mean the Articles of Incorporation of Belle Farm Homeowners Association, Inc., filed in the Department of Financial Institutions of the State of Wisconsin as such Articles may be amended from time to time.

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Section 6. “*Assessment*” shall mean any charges which may be levied from time to time by any party having authority under this Declaration as more fully described within this Declaration.

Section 7. “*Association*” shall mean and refer to Belle Farm Homeowners Association, Inc., a Wisconsin nonstock corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation and enforcement of Belle Farm as provided in this Declaration.

Section 8. “*Board*” shall mean the board of directors or other legally recognized governing body of the Association.

Section 9. “*Building*” shall mean a building constructed on one of the Mixed-Use Lots.

Section 10. “*Building Plans*” shall mean the plans and specifications for a Home, Building or Improvements as they may be changed from time to time to reflect changes during the course of construction and other permissible alterations.

Section 11. “*Bylaws*” shall mean the Bylaws of the Association, which have been or will be adopted by the Board as such Bylaws may be amended from time to time.

Section 12. “*Declarant*” shall mean Pleasant Acres, LLC, a Wisconsin limited liability company, its successors and assigns pursuant to an instrument that expressly conveys and/or assigns to the named assignee all or any portion of the rights of the Declarant hereunder. Any assignment or conveyance may be partial, in which event Declarant’s rights so conveyed shall be limited as provided in the instrument, or the same may be a complete conveyance and assignment, in which case said assignee shall be vested with all of the rights of the Declarant hereunder, at which time Declarant will be released of all liability hereunder. Upon the conveyance of all of the Lots by Declarant, the Association shall assume all obligations imposed upon the Declarant and enjoy all rights of the Declarant pursuant to this Declaration.

Section 13. “*Declaration*” shall mean this Declaration as it may be lawfully amended from time to time.

Section 14. “*Governing Documents*” shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be further amended and/or supplemented from time to time.

Section 15. “*Home*” shall mean a residential dwelling unit constructed on a Single Family Lot within Belle Farm, which is designed and intended for use and occupancy as a residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not of limitation) attached townhouse units, attached villa units, cluster homes, patio or zero lot line homes, and single-family detached houses, all as may be developed, used, and defined as herein provided or as provided in Supplemental Declaration(s) covering all or a part of the Property.

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Section 16. “*Improvement*” shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Belle Farm, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, streets, drives, roads, roadways, driveways, fences, retaining walls, stairs, landscaping, trees, hedges, plantings, play structures, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical features, landscaping, lawn sculptures, rain gardens, bioretention basins, rain barrels, soil conditioning, cisterns, permeable pavement, rain chains, swimming pools, covered patios, screened enclosures, street lights and signs.

Section 17. “*Lot*” shall mean any Mixed-Use Lot, Single-Family Lot or any additional lots subject to this Declaration.

Section 18. “*Lot Condition Report*” shall mean a document provided by the Declarant which sets forth certain construction parameters for a particular Lot.

Section 19. “*Members*” shall mean and refer to all Owners who are also members of the Association, as provided herein.

Section 20. “*Mixed-Use Lots*” shall mean Lots 2, 3 and 38 of the Plat upon which The Rose, The Parlor, and Bluebird are to be constructed.

Section 21. “*Occupant*” shall mean any Person occupying any portion of the Mixed-Use Lots or Residential Property.

Section 22. “*Outlot*” shall mean those areas labeled on the Plat as Outlots. All Outlots except Outlot 1 shall be owned by the Association. Outlot 1 shall be dedicated to the public for park purposes.

Section 23. “*Owner*” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Belle Farm, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 24. “*Person*” shall mean any individual, partnership, corporation, trust, estate or other legal entity.

Section 25. “*Plat*” shall mean the Plat of Belle Farm recorded with the Register of Deeds Office of Dane County, Wisconsin in Volume _____, Page _____ as Document No. _____.

Section 26. “*Property*” shall mean all real property described in Exhibit A attached hereto and made a part hereof, and thereafter to such additions thereto as may be submitted to the terms of this Declaration; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time-to-time elects, upon the execution by Declarant of a Supplemental Declaration.

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Section 27. “*Residential Property*” shall mean all Single-Family Lots.

Section 28. “*Single-Family Lot*” shall mean and refer to any parcel of land within Belle Farm which has been platted, upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Belle Farm that is declared to be a Single-Family Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration. The boundaries of each Single-Family Lot are shown on the Plat. Upon completion of construction of the Home on a Single-Family Lot, such Single-Family Lot and the improvements thereon shall collectively be considered to be a Home for purposes of this Declaration and the other Governing Documents.

Section 29. “*Supplemental Declaration*” shall mean any document executed by Declarant which, when recorded by Declarant in the Office of the Register of Deeds, Dane County, Wisconsin, shall: (a) commit Additional Property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property to be or not to be Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof and/or remove any of same. Until such time as a majority of the Lots have been sold, the Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 30. “*Surface Water Management System*” shall mean the easements on Outlot 2, Outlot 3, Outlot 4, and any storm sewer easement on any Lot together with any swales, ditches, berms, ponds, lakes, retention/detention areas, conservation areas, culverts and pumps for the management and storage of surface waters, drainage and flood protection for Belle Farm and adjacent areas and identified as an element or component of the Surface Water Management System by the Declarant. The Surface Water Management System shall be part of the Common Area. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of the Surface Water Management System necessary to maintain, repair and replace the system in its original condition and use.

The Surface Water Management System is part of the overall drainage plan for Belle Farm. Declarant may create easements encumbering all or part of the Common Area, and/or portions of the Property as shown on the Plat conveyed to Owners, to preserve the natural condition of wetlands, uplands or buffer areas. The Association shall have unobstructed ingress to and egress from all retention/detention ponds at all reasonable times to operate and maintain said ponds, in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Surface Water Management System or incorporate such facilities in the Owner’s development plans, without the express prior written consent of Declarant, the Association, or as expressly authorized by this Declaration.

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ARTICLE II
DESCRIPTION OF BELLE FARM

Section 1. General Plan of Development. Belle Farm comprises the Property encompassing, or which will encompass, Lots, Homes, Buildings, Improvements and Common Area as more particularly defined by this Declaration. Belle Farm may be expanded to include lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit A attached hereto.

Section 2. Common Area. The Common Area shall consist of: (a) the Outlots (except Outlot 1) indicated on the Plat, and Additional Plat(s), if any, or as property reserved for or dedicated to the Association, (b) Roadways (as defined below), and (c) any other property designated as Common Area in this Declaration or any Supplemental Declaration. The Common Area shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners, Occupants, guests, invitees and tenants in accordance with the Governing Documents. Common Area may not be altered, modified, removed or replaced by Owners or Occupants. The portions of Belle Farm described in this Article II Section 2 shall constitute Common Area and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Common Area including, without limitation, the following:

A. **Roads.** The “*Roadways*” are those portions of Belle Farm designated on the Plat as “Private Alley” and which are reserved for or dedicated to the Association and includes the entranceway and entry features but specifically excluding any street or roadway dedicated to the public on the Plat. The Roadways shall be used as private roads by Declarant, the Association and the Owners, Occupants, guests, invitees and tenants in accordance with the provisions of this Declaration. The Roadways shall be maintained, administered, operated and ultimately owned by the Association. Notwithstanding anything to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of the driveway serving his or her Lot, including that portion of the driveway in a Roadway, if any, unless the driveway was damaged by the Association in the fulfillment of its obligations and duties under this Declaration. The Association shall be responsible for the maintenance, repair and replacement of the common sidewalks within the Property. Any paved pathway leading from the Roadway or driveway to the Home shall be maintained, repaired and replaced by the Owner of the Home to which such paved pathway leads. Expressly excluded as Roadways are Belle Fontaine Blvd., and Serenbe Street which are dedicated to the public.

B. **Public Stormwater Management Easement.** The “*Public Stormwater Management Easement*” is over the entire Outlot 4 and is to be used as such by the Association, Declarant, and the Owners within Belle Farm in accordance with the provisions of this Declaration. Outlot 4 shall be owned by the Association. The Public Stormwater Management Easement shall be a part of the Surface Water Management System.

C. **Public Storm Sewer Easement.** The “*Public Storm Sewer Easement*” areas are those portions of Belle Farm designated on the Plat as “Public Storm Sewer Easement” and which are reserved for or dedicated to the Association and shall always be kept and maintained

for water management, drainage and maintenance purposes in compliance with all applicable governmental requirements. The Public Storm Sewer Easement shall be a part of the Surface Water Management System.

D. Surface Water Management System. The Association shall be responsible for all costs associated with cleaning, maintenance, repair and replacement of any portion of the Surface Water Management System on the Property. No Owner or Occupant shall do any act which may interfere with the performance by the Association of its obligations hereunder.

E. Surface Water Management System Maintenance Agreement. This recorded document describes the maintenance requirements for all stormwater management measures constructed within Belle Farm including shared and individual Lot Owners. The Owner shall submit to the City of Middleton Engineer periodic reports certifying that the surface water controls are functioning as designed. The reports shall conform to the requirements set forth below. The reports shall be:

(1) Submitted each of the first two years following completion of the construction of the Surface Water Management System covered by this Declaration, and every even numbered year thereafter.

(2) Submitted in PDF format using the City of Middleton's report template, or in other format approved by the City of Middleton Engineer, as may be amended from time to time.

(3) Submitted by June 30 of each reporting year.

(4) Certified and sealed by a Professional Engineer or Professional Hydrologist.

Section 3. Costs. All costs associated with operating, maintaining, repairing and replacing the Common Area shall be the obligation of the Association. The Common Area shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

ARTICLE III ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF COMMON AREA

Section 1. Additions. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Register of Deeds Office of Dane County, Wisconsin, add any Additional Property to the Property governed by this Declaration, and may declare all or part of such Additional Property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such

Additional Property or other property. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. Designation of Additional Common Area. Declarant may, from time to time, by recording Supplemental Declarations, designate additional portions of the then existing Property owned by it to be Common Area.

Section 3. Disclaimer of Implication. Only the real property described in Exhibit A hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, regulations, burdens, liens and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. Absence of Obligation. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Common Area, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Common Area, except to the extent herein specifically provided.

Section 5. Withdrawal. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the portion of the Property sought to be withdrawn (if any) and each holder of a mortgage on a Lot located on the portion of the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. Title to the Common Area. Declarant or its successors and assigns shall convey and transfer to the Association, by warranty deed, the fee simple title to the Common Area free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) real estate taxes and assessments due with respect to the Common Area from and after the date of recording of this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

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Section 7. Parking Rights. The Board may maintain upon the Common Area parking spaces for Owners, Occupants, invitees and guests. The use of such parking spaces by Owners, Occupants, visitors and guests shall be subject to duly adopted rules and regulations of the Association, as the same may be amended from time to time.

ARTICLE IV OWNERS' PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner, Occupant, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Common Area within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners, Occupants, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of Occupants, guests, visitors, invitees or tenants of an Owner using the Common Area.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Common Area and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of Members comprising two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Common Area and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Common Area. Notwithstanding the foregoing, such two-thirds (2/3) vote or written assent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Common Area.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Common Area in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or

transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, irrigation, drainage and other services over the Common Area to serve the Common Area and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right, however not the duty, of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, sod, grass and ground cover upon any portion of the Common Area.

K. The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat(s), if any, including, but not limited to, those set forth in this Article IV.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Common Area to the members of such Owner's family, or to the tenants who reside in such Owner's Home or Building, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. Recognition of Easements. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. Easements For Vehicular Traffic. In addition to the general easements for use of the Common Area reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, Occupants, guests, invitees and tenants of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads or alleys within or upon the Property.

Section 5. Access Easement. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) Roadways within or upon the Property

dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), (ii) any private Roadways and alleys within or upon the Property including the ingress/egress easements on Lots 2 and 3 of the Plat, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, Occupants, tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. Grant and Reservation of Easements. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Common Area and the Lots, including, but not limited to, electric, telephone, and internet, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies. Belle Farm is a "no gas" development. Accordingly, there will be no gas utility service available to any Lot and no Owner may install any gas service, including the installation of a propane gas tank, on any Lot. This requirement may be waived by the Committee, in its sole discretion, if there exist extenuating circumstances, such as supply chain issues, Lot constraints, emerging technologies and building requirements that cannot be addressed in any other way. The Committee reserves the right to amend this requirement in the future as new technologies become available as permitted in Article VIII, Section 2B below.

B. Easement for Sidewalks. All Lots shall be subject to an easement for any Common Area sidewalks placed upon such Lots by Declarant.

C. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Common Area.

D. Drainage Easement. An easement over, under and upon all of the Property for the Surface Water Management System and access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Surface Water Management System. By this easement, the Association shall have the right to enter upon any portion of a Lot which is part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain and repair the Surface Water Management System as required by any governmental agency.

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ARTICLE V

THE ASSOCIATION, ITS MEMBERSHIP AND VOTING RIGHTS

Section 1. Function Of Association. Every Owner shall be a member of the Association (each a “*Member*”). The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Wisconsin law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Articles. Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation, or Bylaws of the Association, and shall automatically pass to the successor-in-interest of any Owner upon conveyance of such Owner’s interest in the Lot.

Section 2. Association Membership and Voting Rights. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles. Each Member shall have one (1) vote for each Lot that he, she or it owns. All Members shall be provided 48-hours notice of any meetings or decisions made by the Board. Notice shall be done by one of the following methods: (1) providing written notice of the meeting to each Member, (2) sending notice of the meeting to the last-known electronic mail address for each Member, or (3) posting information related to the meeting on the Belle Farm website or mobile device application.

Section 3. Board. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 4. Duration of Association. The duration of the Association shall be perpetual, as set forth in the Articles.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; PAY LOT TRANSFER FEE

Section 1. Affirmative Covenant to Pay Assessments. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Governing Documents; and (b) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Lot the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Lot from Declarant as evidenced by the recordation of a deed (in the manner herein set forth) all Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

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The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area, against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Common Area or to Owners on a bulk basis, such as water, electricity, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) all sums necessary for the maintenance, repair and certification reporting of the Surface Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements; (6) all lease payments associated with amenities located on the Property and commercial spaces leased by the Association which it in turn subleases; and (7) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. In addition, any expense which is required by this Declaration to be a matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Common Area or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Board director or directors if and to the extent such director is, or such directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such director or directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such director or directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees incurred by the association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except legal fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Governing Documents.

The Operating Expenses with respect to the Common Area are payable by each Owner to the Association notwithstanding the fact that Declarant may not have yet conveyed title to the Common Area to the Association.

Section 2. Establishment of Liens. Each Assessment against a Lot shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective from and after the time of the recordation of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed and recorded. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form.

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Section 3. Collection of Assessments. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all available remedies to the extent permitted by law.

Section 4. Late Charges and Interest. If all or any part of any installment of any Assessment is not paid within fifteen (15) days after its due date, the Owner responsible therefor may be required to pay a late charge equal to five percent (5%) of the unpaid Assessment. If all or any part of an Assessment or any other amount due hereunder is not paid within thirty (30) days after it is due, the Owner responsible therefor shall owe interest on the unpaid amount from its due date at 12% per annum.

Section 5. Lot Transfer Fee. Upon any conveyance of a Lot (whether vacant or with a Home or Building) by deed or land contract or if the Lot is owned by a corporation, limited liability company or partnership, the transfer of all of the shares, membership interests or partnership interests, the purchaser shall pay a fee (the "*Lot Transfer Fee*"). One half of the Lot Transfer Fee shall be paid to the Association and the other half of the Lot Transfer Fee shall be paid to the Declarant. Once the Declarant owns less than ten percent (10%) of the Lots, the entire Lot Transfer Fee shall be paid to the Association. The Lot Transfer Fee amount shall be established by the Declarant. The Declarant may change the Lot Transfer Fee amount from time to time. Once the Declarant no longer owns any Lots, the right to change the Lot Transfer Fee amount shall be delegated to the Board. The Lot Transfer Fee amount shall be set forth in the rules and regulations of the Association. The Declarant may waive the payment of the Lot Transfer Fee for any Lot sold to a general contractor or homebuilder who will not be occupying the Home.

ARTICLE VII METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. Determining Amount of Assessments. It shall be the duty of the Board to annually prepare a budget ("*Budget*") covering the estimated Operating Expenses of the Association. Each Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "*Individual Lot Assessment*" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot. For The Rose, The Parlor and Bluebird, they shall pay \$30 per unit each month as their contribution towards the Operating Expenses with annual increases not to exceed _____%.

Section 2. Assessment Payments. Individual Lot Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments may be payable monthly. Individual Lot Assessments, and the quarterly installments thereof, may be adjusted from time to time by the Declarant or the Board once the Association replaces the Declarant, to reflect changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. Individual Lot Assessments shall be begin to be assessed upon the issuance of an occupancy permit for the Home.

Section 3. Special Assessments. “*Special Assessments*” include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of “*Operating Expenses*,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Common Area or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against all Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same ratios as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments; except the Board is authorized to levy a Special Assessment only for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on the Common Area (including, without limitation, landscaping) or (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to the Common Area.

Section 4. Liability of Owners for Assessments. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein.

Section 5. Waiver of Use. No Owner, other than Declarant, may exempt himself or herself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner’s Home.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. Members of the Committee. The Architectural Control Committee, sometimes referred to in this Declaration as the “*Committee*,” shall initially be comprised of one (1) member designated by the Declarant. The person designated by the Declarant shall hold office until all Lots have been conveyed by the Declarant or such earlier time as Declarant may, at its sole option, elects. Once the Declarant no longer owns any Lots or no longer elects to be the Committee, the Committee shall be comprised of three (3) members appointed by the Declarant. Each new member of the Committee thereafter shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member’s successor has been appointed, as provided herein. Members of the Committee, other than the person designated by Declarant, may be removed at any time without cause. Once the Committee

consists of three (3) members, the Board shall have the sole right to appoint and remove all members of the Committee.

Section 2. Review of Proposed Construction.

A. No Home, Building or Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, driveways, basketball goals, gym sets and play structures, fences, walls, pools, satellite dishes, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or Building by any Owner other than Declarant, unless such Home, Building or Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B below. Any Owner desiring to construct a Home or Building or make Improvements shall submit two (2) complete sets of Building Plans prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same.

B. The Committee shall approve proposed Building Plans submitted for its approval only if it deems that the construction, alterations, or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable, and that the contemplated construction satisfies the Lot Condition Report parameters. The Committee shall issue and amend from time-to-time rules or guidelines regarding building materials, sustainability guidelines and landscaping requirements for Homes and Buildings. If the proposed construction, alterations, or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed Building Plans in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such Building Plans.

C. The Committee shall have thirty (30) days after delivery of all required materials to give written approval or rejection of any such Building Plans and, if written approval is not given within such thirty (30) day period, such Building Plans shall be deemed rejected. No addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. Belle Farm shall consist of multiple styles of Homes. Owners must comply with the Lot Condition Report when constructing the applicable style of Home.

E. Each Home (including Homes that share one or more common walls) must include at least one of the following surface water management features: (1) rain barrels, (2) rain gardens, and (3) underground retention basins. If a Home utilizes downspouts, the downspouts must discharge the rainwater into vegetated areas.

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F. Each Home will be required to utilize geothermal and solar energy systems and be electric vehicle ready. This requirement may be waived by the Committee, in its sole discretion, if there exists extenuating circumstances, such as supply chain issues, Lot constraints or emerging technologies. The Committee reserves the right to amend this requirement in the future as new technologies become available as permitted in Article VIII Section 2B above.

G. Each Home must use permeable pavers or pavement for all driveways and sidewalks.

H. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home or Building if such additions, changes or alterations are not visible from the outside of such Home or Building. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. Once the Committee consists of three (3) members, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee of any Building Plans for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any Building Plans for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. Non-Liability of Committee Members. Neither the Committee nor any member thereof, nor Declarant, shall be liable to the Association or Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability.

Section 7. Declarant Exemption. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

Section 8. Community-Wide Standard. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Belle Farm, Declarant hereby declares that the style and form of Belle Farm, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials is the community wide standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards by the Committee.

Section 9. Commercial Development. To encourage the growth and development of locally owned businesses and to prevent the introduction of design not in keeping with Belle Farm, the Declarant has the exclusivity authority to approve or disapprove any proposed commercial or retail business that will be located on any portion of the Mixed-Use Lots until such time as Declarant either (i) elects to transfer the authority to the Committee or (ii) owns fewer than ten percent (10%) of the Lots. Upon the Declarant owning fewer than ten percent (10%) of the Lots, the authority under this section shall automatically transfer to the Committee.

ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. By the Association.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Common Area as otherwise provided herein (except public utilities). Should any incidental damage be caused to any Home or Building by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages

B. The Association shall operate, maintain and repair the Surface Water Management System constructed over, through and upon the Property. There is hereby reserved in favor of the Association the right to enter upon the Common Area and the Lots for the purpose of operating, maintaining, repairing, and replacing the Surface Water Management System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Surface Water Management System as may be necessary to maintain the system in its original condition and use.

C. The Association shall be responsible for the maintenance, repair and replacement of all private Roadways and alleys located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose. The Association shall also be solely responsible for the repair, replacement and maintenance of any porous or specialty (such as brick pavers or stamped concrete) pavement disturbances to the Roadways related to any underground utility work performed by the City of Middleton.

D. The Association shall be responsible for the maintenance, repair and replacement of all common sidewalks located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose.

E. The Association shall be responsible for the maintenance, repair and replacement of any site or landscape lighting and any associated facilities placed within the Property by Declarant or the Association.

F. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described above in this Article IX are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should such maintenance, repair or replacement be caused by the negligence of or misuse by an Owner, such Owner's Occupants, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

G. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Belle Farm.

Section 2. By the Owners.

A. The Owner of each Lot must keep and maintain the Lot and the Home, Building and Improvements thereon, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home or Building which, if omitted, could adversely affect Belle Farm, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Home, Building and Improvements. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot and Home or Building. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home or Building shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities such as, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Home or Building.

In addition to the above, Owners of all Homes and Buildings shall be responsible to: fix leaks in and otherwise maintain and repair the roofs of their Homes and Buildings; replace any dead or obviously dying trees on their Lots; and maintain, repair and replace any fences on their Lots. Owners of Homes and Buildings shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic. The Association may elect in its rules and regulations to perform snow removal on the driveways and sidewalks located on each Lot as well as landscape maintenance on each Lot and such costs shall be Operating Expenses of the Association.

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B. If a Home or Building is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home or Building unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

C. Each Owner shall keep such Owner's Home or Building insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

D. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he or she has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

ARTICLE X USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association.

Section 1. Single-Family Use. The Homes shall be for single-family use only, which shall include an accessory dwelling unit. No commercial business or activity may be carried on in a Home. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than four (4) unrelated persons living as a single housekeeping unit. Except as provided in Article X, Section 6 herein, no Home, room within a home or an accessory dwelling unit may be leased or rented.

Section 2. Homes Owned by Entities or Unrelated Persons. It is the intention that Homes be occupied for single-family use. In the event an entity owns a Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home. In the event the Owners of the Home are unrelated either through blood or marriage, they shall be permitted to occupy the Home provided they live as a family unit.

Section 3. Nuisances. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, Buildings, or on any portion of Belle Farm nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance

to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or Occupants of Homes or Buildings or which interferes with the peaceful possession or proper use of the Homes, Buildings or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes, Buildings, or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 4. Parking and Vehicular Restrictions. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Common Area. No parking on the Roadways is permitted unless the Board assigns a parking stall to an Owner. Notwithstanding the foregoing, if the Owner is having a private party or event, the guests may park on the Roadways for a period not to exceed eight (8) hours. Overnight parking on the Roadways is prohibited except for assigned parking stalls, an Owner's overnight guests or parking pre-approved by the Board. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct motor vehicle repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

Section 5. No Improper Use. No improper, offensive, hazardous or unlawful use shall be made of any Home or Building nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home, Building or Lot shall be corrected by, and at the sole expense of the Owner of said Home, Building and/or Lot.

Section 6. Leasing and Daily Renting of Homes and Units in Multifamily Development Building. No Home, including an accessory dwelling unit, may be occupied by a non-Owner unless the occupants are either members or guests of the Owner's household or are residents pursuant to a bona fide lease. An Owner may lease, pursuant to a bona fide lease, the Home, a room within the Home or an accessory dwelling unit provided the term of the lease is thirty (30) days or more and the Owner complies with all applicable governmental laws, rules and regulations. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules

and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant or any fine imposed by the Association due to the tenant's violation of the Governing Documents. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. No Home, a room within the Home or an accessory dwelling unit may be rented on a weekly or daily basis.

Except as set forth herein, no unit within a Multifamily Development building may be occupied by anyone except residents pursuant to a bona fide lease and their guests. The term of the lease must be for thirty (30) days or more. The Declarant, in its sole discretion, has the power and authority to designate a portion of the units within a Multifamily Development building that may be rented on a less than thirty (30) day basis (the "**Short Term Rental Units**"). Once the Declarant has identified the Short Term Rental Units within a Multifamily Development building, the number of Short Term Rental Units in the building may not be subsequently increased. The Declarant may exercise this right until all the Lots have been conveyed to third parties. After all of the Lots have been conveyed to third parties, the Declarant's power and authority shall be transferred to the Association's Board to the extent a Multifamily Development building does not contain any Short Term Rental Units. Once the Short Term Rental Units have been designated, the Declarant or the Board, as the case may be, may not reduce or eliminate the Short Term Rental Units within the Multifamily Development building without the prior written approval of the Multifamily Development building Owner which approval may be granted or withheld in their sole discretion.

Section 7. Animals and Pets. Only common domesticated household pets may be kept on any Lot or in a Home or an apartment unit within a Building, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Home, Building or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 8. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed,

without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities.

Section 9. Signs. Except for third party realtor signs, no sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, “For Sale”, “For Rent” or “By Owner” or any other signs for the sale or renting of Homes) may be exhibited, displayed, inscribed, painted or affixed in public view without the prior written consent of the Board, which consent may be given, withheld or conditioned in the reasonable discretion of the Board. Commercial signage will be permitted with the prior written consent of the Board, which consent may be given, withheld or conditioned in the reasonable discretion of the Board.

Section 10. Trash and Other Materials. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Common Area, or other portions of the Property, except in sanitary, self-latching containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pickup), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or Occupants.

Section 11. Fences. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee’s approval, at the time the fence is installed.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee’s approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner’s sole cost and expense, immediately remove the fence.

Invisible fencing may be allowed if approved by the Committee. Any Owner permitted to install any invisible fencing acknowledges that the Association and the landscape maintenance company hired by the Association shall not be responsible for any damage caused to such invisible fencing by the Association’s landscape maintenance company. Each Owner who is permitted to install invisible fencing on such Owner’s Lot will be required to sign an acknowledgment that such Owner shall be responsible for any repairs and/or replacement of the invisible fencing, even if such repair and/or replacement was caused by the Association’s landscape maintenance company in performing their responsibilities of landscape maintenance.

Section 12. Antennae. No outside television, radio, or other electronic towers, aerials, antennae, or device of any type for the reception or transmission of radio or television broadcasts

or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon. An exception for a satellite dish may be considered and granted by the Board in its sole and absolute discretion. Any approved satellite dish shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

Section 13. Garages. All garages, including those that are permitted to have an accessory dwelling unit, must be in compliance with the parameters of the Lot Condition Report.

Section 14. Energy Conservation Equipment. All solar heating apparatus must conform to all established regulatory standards. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Committee. This provision is not intended to prohibit the use of solar energy devices.

Section 15. Compliance With Governing Documents. Each Owner and their Occupants, guests, and invitees, and their family members, guests and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Belle Farm. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Common Area rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as a Special Assessment.

ARTICLE XI INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. Casualty Insurance. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Area, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Area in developments similar Belle Farm in construction, location and use.

Section 2. Public Liability Insurance. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Common Area and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages

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incurred or claimed by more than one person for any one occurrence; and for not less than One Hundred Thousand Dollars (\$100,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. Directors' Coverage. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Area and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by Members owning at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

ARTICLE XII GENERAL PROVISIONS

Section 1. Conflict. In the event of any conflict between the provisions of this Declaration and the terms and provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations shall control, in that order.

Section 2. Enforcement. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot), the Association, and any Owner in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, legal fees, from the non-prevailing party.

Section 3. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and the Common Area. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

ARTICLE XIII ARTICLE XIV MISCELLANEOUS

Section 1. Waiver and Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. No provision in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of failures to enforce which may have occurred previously.

Section 2. Gender, Number. The use of any gender in this Declaration shall be deemed to include all other genders and the use of the singular shall be deemed to include the plural, and vice versa, unless the context otherwise requires.

Section 3. Amendments. Except as otherwise provided herein, neither this Declaration nor any provision hereof or any covenant, condition or restriction herein contained, may be terminated, extended, modified or amended, as to the whole of Belle Farm or any portion thereof, other than by agreement in writing, signed by the Owners of at least 51% of the Lots, and thereafter recorded in the Office of the Register of Deeds, Dane County, Wisconsin. Notwithstanding the foregoing, no amendment that changes, modifies or terminates the use of a Lot shall be effective unless the Owner of the impacted Lot executes the amendment. Any document recorded in accordance with this Article XIII Section 3 shall be conclusive in favor of all persons and entities who rely upon it in good faith. Notwithstanding the foregoing, the provisions set forth in Article IV, Section 5; Article VIII, Section 2, Paragraphs E and G; and Article IX, Section 1 of this Declaration may not be amended without the written consent of the City of Middleton.

Section 4. Term. The covenants, conditions and restrictions contained in this Declaration shall run with, burden the Property and shall inure to the benefit of each Lot and each Owner thereof and be enforceable by each Owner and its heirs, successors and assigns for a term commencing as of the date this Declaration is recorded and terminating thirty (30) years from such date, after which said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless prior to commencement of any such ten (10) year period, an amendment in writing signed by the Owners of at least 75% of the Lots has been recorded which terminates this Declaration or modifies the automatic extension provisions of this section.

Section 5. Governing Law. This Declaration shall be governed, construed, applied and enforced in accordance with the laws of Wisconsin including matters affecting title to all real property described herein.

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Section 6. Effect of Invalidation. Each covenant, condition, restriction and easement of this Declaration is intended to be, and shall be construed as, independent and severable from each other provision. If any such provision of this Declaration, or application thereof, is held to be invalid by any court, the invalidity of such provision or application thereof shall not affect the validity or the remaining provisions or application thereof.

[signatures on next page following]

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IN WITNESS WHEREOF, Pleasant Acres, LLC, a Wisconsin limited liability company has caused this Declaration to be executed in its name on the day and year first above written.

PLEASANT ACRES, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

The foregoing instrument was acknowledged before me on this ___ day of February, 2024, by _____, as _____ of Pleasant Acres, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
My Commission: _____

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EXHIBIT A Legal Description

A parcel of land located in the SW1/4 of the SE1/4, SE1/4 of the SW1/4 and the NE1/4 of the SW1/4 of Section 35, T8N, R8E, City of Middleton, Dane County, Wisconsin to-wit:

Beginning at the South 1/4 corner of said Section 35; thence S88°41'22"W, 403.02 feet along the South line of said SW1/4; thence N06°48'43"W, 33.07 feet; thence N88°39'38"E, 84.53 feet to a point on the East right-of-way line of Parmenter Street; thence N09°15'43"W, 343.21 feet along said East right-of-way line; thence N01°48'37"W, 420.69 feet along said East right-of-way line; thence N10°58'39"E, 492.00 feet along said East right-of-way line; thence N11°58'12"E, 242.09 feet along said East right-of-way line; thence N16°29'07"E, 255.14 feet along said East right-of-way line; thence N14°56'16"E, 153.97 feet along said East right-of-way line; thence N09°43'13"W, 143.93 feet along said East right-of-way line to a point on the Southerly right-of-way line of Greenbriar Road; thence N42°48'57"E, 142.68 feet along said Southerly right-of-way line; thence N36°26'41"E, 69.02 feet along said Southerly right-of-way line; thence S00°33'07"E, 872.73 feet along the East line of said NE1/4 of the SW1/4 to a point on the westerly extension of the South line of the Cherry Hill Plat; thence N89°00'43"E, 1324.70 feet along said South line and Westerly extension to the Northwest corner of Lot 19, Misty Valley; thence S00°33'31"E, 565.85 feet along the East lines of Lot 19, Misty Valley, the West right-of-way line of Belle Fontaine Boulevard, Crane's Nest Condominium, Outlot 5, Misty Valley and the Southerly extension thereof; thence S88°58'52"W, 502.68 feet; thence S00°39'59"E, 500.00 feet; thence S46°40'05"W, 387.57 feet to a point on the South line of the SE1/4 of said Section 35; thence S88°58'53"W, 538.61 feet along said South line to the point of beginning. Containing 1,947,828 square feet (44.716 acres)

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DEVELOPMENT COVENANTS FOR BELLE FARM

DEVELOPMENT COVENANTS FOR BELLE FARM

These Development Covenants for Belle Farm (the "Covenants") are made this ___ day of _____, 2023, by Pleasant Acres, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

WHEREAS, Developer is the owner of the real property more particularly described in Exhibit A attached hereto and hereby incorporated by reference (the "Property") upon which the Developer is developing and constructing a mixed-use commercial and residential development known as Belle Farm;

WHEREAS the Developer subdivided the Property by executing and recording the Belle Farm Plat which consists of Lots 1-51 and Outlots 1-4 (the "Plat");

WHEREAS, the Developer and the City of Middleton ("City") entered into that certain City/Developer Agreement dated August ___, 2023, for Belle Farm Phase 1 (the "Developer Agreement") for the development of Lots 2-51 and Outlots 1-4 of the Plat ("Phase 1 of Belle Farm"); and

WHEREAS, the Development Agreement required that the Developer execute and record these Covenants as a condition of the City of Middleton approving Phase 1 of Belle Farm.

NOW, THEREFORE, in consideration of the recitals, Developer agrees to subject the Lots and Outlots comprising the Plat to the following covenants:

- 1. Prohibition on Sale or Transfer of Lot 1. Lot 1 of the Plat is not part of the Developer Agreement. Developer may not sell or transfer Lot 1 until the Developer: (i) obtains approval for the public improvements that serve Lot 1, (ii) executes a new development agreement or an amendment to the Developer Agreement for Lot 1, and (iii) provides a financial surety for the development of Lot 1. Upon submission and City approval of such documents, the City shall execute and record a written instrument, provided by Developer, releasing this prohibition on sale or transfer of said Lot 1.

This instrument prepared by and should be returned to:

Attorney Gregory C. Collins
Axley Brynelson, LLP
Post Office Box 1767
Madison, WI 53701-1767

See Exhibit A

Tax Parcel Number (PIN)

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2. **Notice Regarding Deep Sanitary Sewer Lateral.** Notice is hereby given that the improvements to be constructed on Lot 43 of the Plat will connect to a sanitary sewer lateral that is deeper than fifteen (15) feet. The owner of Lot 43 is advised that because of the depth of the sanitary sewer lateral, any future repair costs to the privately owned sanitary sewer service for Lot 43 may be greater than typical costs.

3. **Private Water Supply Booster Pump.** Notice is hereby given that each structure located on a Lot that has a water supply fixture at or above an elevation of 998.0 feet, North American Vertical Datum of 1988 (NAVD88) National Geodetic Survey (NGS) will be required to have installed, at the owner's sole cost and expense, a private water supply booster pump.

4. **Basement Floor Elevation.** The lowest basement floor elevation of any habitable building constructed on a Lot must be located a minimum of two (2) feet above the expected seasonal ground water elevation.

5. **Right to Farm Law.** Section 823.08 of the Wisconsin Statutes limits the remedies an owner of residential property can obtain for pre-existing agricultural uses in the vicinity of residential property. Notice is hereby given that active agricultural uses are now taking place and may continue in the vicinity of the Property. These active agricultural uses and agricultural practices may produce noises, odors, dust, machinery traffic, or other conditions during the daytime and evening.

6. **Airport in Vicinity of Property.** Notice is given that a general aviation airport is located to the southwest of the Property and within one (1) mile of the western boundary of the Property. Given the location of the airport, Lot owners should expect aircraft noise and lights during the daytime and evening.

7. **Extension of Public Streets and Private Alleys.** Public streets and private alleys shown extending to or along Plat boundary lines may be extended or connected to serve future lots on adjacent lands.

IN WITNESS WHEREOF, Pleasant Acres, LLC, a Wisconsin limited liability company has caused these Covenants to be executed in its name on the day and year first above written.

PLEASANT ACRES, LLC

By: _____
Name: _____
Title: _____

(ACKNOWLEDGMENT ON FOLLOWING PAGE)

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ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF DANE)

The foregoing instrument was acknowledged before me on this ___ day of _____, 2023, by _____, as _____ of Pleasant Acres, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

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EXHIBIT A Legal Description

A parcel of land located in the SW1/4 of the SE1/4, SE1/4 of the SW1/4 and the NE1/4 of the SW1/4 of Section 35, T8N, R8E, City of Middleton, Dane County, Wisconsin to-wit:

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