

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR AUTUMN RIDGE PHASE
3**

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THIS DECLARATION OF COVENANTS AND RESTRICTIONS FOR AUTUMN RIDGE PHASE 3 (this "Declaration") is made by Ridgeview Development, LLC ("Developer") as of the 18th day of November 2024 (the "Effective Date").

Developer, Tim O'Brien Homes of Madison, LLC ("Tim O'Brien") and Alterra Design Homes LLC ("Alterra") are the owners of land that is the subject of the Plat of Second Addition to Autumn Ridge (the "Second Addition Plat") described herein and Developer, Tim O'Brien and Alterra desire to impose a common plan of restrictions and covenants with respect to said Second Addition Plat for the mutual benefit of the present and future owners of all Lots within the Plat (as defined below).

Developer is also the owner of land adjacent to the Second Addition Plat as described in the attached and incorporated Exhibit C (the "Third Addition Property"), which Developer intends to subdivide in substantially the manner depicted in the attached and incorporated Exhibit D (upon the subdivision thereof, the "Third Addition Plat" together with the Second Addition Plat, the "Plat") and Developer intends to impose the same common plan of restrictions and covenants with respect to said Third Addition Plat for the mutual benefit of the present and future owners of all Lots within the Plat.

Developer, through a related entity, is also the owner of land adjacent to the Third Addition Property which Developer intends to subdivide (the "Additional Property") and impose the same common plan of restrictions and covenants with respect to said Additional Property for the mutual benefit of the present and future owners of all Lots within the Plat.

Developer, Tim O'Brien and Alterra hereby declare and provide that all Lots within said Plat are subject to the restrictions, covenants, and conditions set forth in this Declaration.

Recording Area

Return Address:

Kyle J.W. Jones
Carlson Black O'Callaghan &
Battenberg
222 W. Washington Ave., Ste. 360
Madison, WI 53703

PIN:

See attached Exhibit A and
Exhibit C

ARTICLE I.
DESCRIPTION

1.01 Description of Plat. The real estate subject to this Declaration is located in the County of Dane, State of Wisconsin, and described as:

Second Addition Plat:

Lots Sixty-nine (69) through Ninety-one (91) and Outlots eight (8) through ten (10), Second Addition to Autumn Ridge, Village of Oregon, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on March 21, 2024, as Document Number 5952501, a copy of which is attached hereto as Exhibit B, but excluding Lots 79, 82, 84, and 88 until such time as this Declaration is amended as provided below.

Third Addition Plat:

Developer anticipates subdividing The Third Addition Property as lots Ninety-two (92) through One Hundred Six (106) and Outlots eleven (11) through sixteen (16) of the Third Addition to Autumn Ridge, in substantially the manner depicted in Exhibit D, at which time the Third Addition Property will be referred to herein as the Third Addition Plat. The Third Addition Property shall be subject to this Declaration as of the Effective Date. The Lots and Outlots to be created by the Third Addition Plat shall be required to conform to the requirements of this Declaration upon the recording of the Third Addition Plat and the completion of the initial grading and construction of public improvements within the Third Addition Plat.

Additional Property:

Upon the recording of one or more subdivision plats of the Additional Property, Developer shall, at its option, prepare and file an amendment to this Declaration with the Office of the Register of Deeds for Dane County, Wisconsin updating this Section 1.01 and including an Exhibit with such plat(s) and the legal descriptions of the Lots and Outlots within said plat(s).

Notwithstanding anything to the contrary contained herein, Lots 79, 82, 84, and 88 of the Second Addition Plat are not subject to this Declaration and shall not be included hereunder as “Lots”, but may be subjected to this Declaration by a written amendment executed by the owners of such Lots and recorded in the Office of the Register of Deeds for Dane County.

ARTICLE II.
PERMITTED USES

2.01 Use of Lots. Lots 69-106 (each, a “Lot,” and collectively, the “Lots”) shall be used exclusively for residential purposes as follows: Lots 69 and 90 shall be used only for duplex buildings, Lots 71-76 shall be used only for twin home buildings, and all other Lots shall be used only for single-family detached buildings. No trade, business, or commercial activity shall be conducted thereon. Outlot 8, Outlot 12, Outlot 13, and Outlot 14 (at such time that Outlots 12-14 are created by the Third Addition Plat) are to be owned by the Developer and reserved for future development. Developer shall have the right at any time, regardless of Developer owning any Lot(s) in the Plat, to unilaterally amend this Declaration to remove Outlot 8, Outlot 12, Outlot 13, or Outlot 14. Outlot 9, Outlot 11, and Outlot 15 (at such time that Outlot 11 and Outlot 15 are created by the Third Addition Plat) are dedicated to the public for stormwater management and sanitary sewer purposes. Outlot 10 and Outlot 16 (at such time that Outlot 16 is created by the Third Addition Plat) is reserved for the benefit of each of the Lot owners for the exclusive purpose of accommodating United States Postal Service mailboxes, as more fully set forth in Section 3.13 below.

ARTICLE III.
GENERAL BUILDING STANDARDS

3.01 Front and Side Yard Requirements. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements, including any setback requirements imposed by local ordinance. Owners of Lots subject to this Declaration (each, a “Lot Owner,” collectively, the “Lot Owners”) are directed to the provisions of the Village of Oregon zoning ordinances for the applicable setback requirements. The Plat may contain single-family, duplex, and twin home Lots of different zoning classifications and, for that reason, the setback requirements may vary from Lot to Lot within the Plat.

3.02 Floor Area Minimums. The following minimum floor area requirements shall apply to any residential buildings constructed on any Lot:

- (a) No single-story dwelling shall have less than 1,700 square feet.
- (b) No two-story dwelling shall have less than 2,000 square feet on the main level and upper level.
- (c) No raised ranch, bi-level, or tri-level dwelling shall have less than 1,800 square feet on the main and upper levels.
- (d) No single-story duplex or twin home shall have less than 1,600 square feet per dwelling unit.
- (e) No two-story duplex or twin home shall have less than 1,900 square feet per dwelling unit.

The above minimum requirements may be waived by the Developer or the Architectural Control Committee, whichever is then in control of the architectural review required under this

Declaration, if the proposed building materials or architectural quality of the building is such that it is determined to equal or exceed the appearance and quality of other buildings in the subdivision. Such determination shall be made at the sole discretion of the Developer or the Architectural Control Committee.

For the purpose of determining floor area, open porches, screened porches, patios, attached garages, and all basements whether finished or not, shall not be included as part of the total floor area. Stair openings, closets, and bathrooms shall be included in determining floor area. The main level is defined as the lowest level that is totally above the finished grade of the Lot.

3.03 Earth Shelters. No “earth shelter” building or “berm” building shall be constructed, erected, or placed on any Lot within the Plat.

3.04 Building Materials. The following standards shall be adhered to in relation to all designs and construction to preserve the initial and improved beauty of the Plat.

- (a) All chimneys and flues shall be fully enclosed.
- (b) No plywood or Texture 1-11 (T1-11) type siding shall be allowed.
- (c) All roofing shall be of laminated architectural grade textured fiberglass, dimensional shingles, wood shakes, or other acceptable material. No standard 3-in-1 shingles shall be allowed.
- (d) A minimum of 20% of the front elevation must be stone, brick, manufactured masonry, decorative siding, and/or trim (shake, vertical siding, trim details, etc.). Calculation shall be taken as viewed in two-dimension on the elevation page of the plan set, with the total square footage of decorative materials on the front elevation being the numerator and the total square footage of the front elevation, minus windows, doors, and shingled roof being the denominator.
- (e) The roof pitch must be no less than six (6) inches in every twelve inches, provided, however, that a lesser pitch may be specifically approved by the Developer or Architectural Control Committee, whichever is then applicable, based on adherence to an architectural style.
- (f) All fascia shall have minimum width of eight (8) inches.
- (g) No portion of any concrete wall shall be visible from the front, side or any street frontage at a height greater than eight (8) inches above finished grade.
- (h) Address signs and plaques shall be in masonry stone approved by the Developer or Architectural Control Committee, whichever is then applicable.
- (i) It is the intent of the Developer to coordinate trim, siding, and roofing colors, to provide the most aesthetic combination for a particular building as well as for the overall development of the Plat. Overall color schemes must be included with

building plans for approval. Samples may be required by the Developer or the Architectural Control Committee.

3.05 Building Elevations. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color, and/or texture shall occur at points relating to the massing, fenestration, and overall design concept of the building. The Developer or Architectural Control Committee, whichever is then applicable, shall be entitled to reject any plans which would result in fenestration or length of building walls that would be incompatible with neighboring structures, that would not harmonize with the natural surroundings or that would violate any of the standards set forth herein.

3.06 Building Location. All buildings shall be sited on the Lot to present their most desirable face to the street and where possible should be related to buildings on adjoining Lots. The Developer or Architectural Control Committee, whichever is then applicable, may check sight lines based on proposed building location to minimize the building's obstruction of views from neighboring Lots.

3.07 Utilities. All utilities serving any building or Lot shall be underground. No building or other improvement, or trees shall be erected, placed, or planted within any utility easement. Lot Owners shall not change the elevation of any utility easement in excess of six (6) inches without the permission of the applicable electric, gas, and other utilities using such easement. The Lot Owners shall be responsible for any damages caused to underground utilities based on any changes in grade.

3.08 Fencing. Fences and walls shall not be allowed without the prior written consent of the Developer or Architectural Control Committee, whichever is then applicable. Notwithstanding the foregoing, decorative black metal fencing is the only type of fencing that may be approved by the Developer or Architectural Control Committee, whichever is then applicable. No fencing shall exceed five (5) feet in height, unless otherwise required in order to meet swimming pool code requirements.

3.09 No Outbuildings. No trailer, basement, tent, treehouse, shack, shed, detached garage, barn, or outbuilding, or any part thereof, shall be erected or permitted to remain on any Lot, temporarily or permanently, except for construction trailers during the period of construction.

3.10 Landscaping. The following are the minimum landscaping requirements:

(a) All front yards, all street terraces abutting the Lot, and all side yards in front of the rear line of any building shall be sodded with lawn in all areas designated for lawn. The rear yard shall either be sodded or seeded in all areas designated for lawn. Front and side yards may be seeded, provided that a temporary, professionally installed irrigation system is placed and maintained for a minimum of four (4) weeks.

(b) Each Lot Owner shall install foundation plantings in the front yard of the Lot Owner's Lot. These plantings shall be spaced at a minimum of one (1) every three (3) feet along the entire width of the building. In addition, each Lot Owner shall plant in the front yard two (2) shade trees. At planting, each such shade tree shall have a minimum diameter of two (2) inches and height of at least ten (10) feet.

(c) All required landscaping shall be completed within thirty (30) days of occupancy, weather permitting, or within thirty (30) days after weather permits.

(d) The maintenance of the plantings and yard areas is the responsibility of the Lot Owner. Any trees or shrubs which die shall be removed by the Lot Owner and replaced with a like variety of the same size as the original plant at the time of planting so as to maintain the original landscaping elements.

(e) No planting shall be permitted within an easement of record which may damage or interfere with the installation and maintenance of utilities or which may alter the direction or impede the flow of surface water in drainage channels within the easement.

(f) No Lot Owner shall grade or obstruct any swale or drainage way, whether or not in an easement, which is in existence at the time of construction so as to impede the flow of surface water from other Lots through such swale or drainage way.

(g) The elevation of a Lot shall not be changed so as to materially affect the surface elevation, grade, or drainage of the surrounding Lots. A copy of all plot plans shall be kept by Developer or the Architectural Control Committee for the benefit of other purchasers in planning their individual elevations. Violation of the grading plan as submitted shall allow either the Developer or the Architectural Control Committee, whichever is then applicable, or any adjacent neighbor within the Plat, a cause of action against the person violating such grading plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed without the approval of the Developer or the Architectural Control Committee, whichever is then applicable.

3.11 Construction Deadline. Each building erected shall have its entire construction and minimum landscaping completed, and an occupancy permit issued by the Village of Oregon, within nine (9) months from the date of issuance of the building permit, except for delays in completion due to weather, strike, war or act of God.

3.12 Driveways. All driveways from the garage of any residence to the public street shall be paved with concrete within thirty (30) days of occupancy or upon completion of construction, whichever comes first, unless winter weather conditions restrict the Lot Owner's ability to complete such construction.

3.13 Mailboxes. Current United States Postal Service regulations require the use of Cluster Box Units ("CBUs") to provide mail service to Lots within the Plat. The CBU's for the Plat shall be located on Outlot 10 and Outlot 16 (at such time that Outlot 16 is created by the Third Addition Plat). The Developer shall be responsible, at its sole expense, for the initial installation of the CBU's. Following the initial installation of the CBU's on each of Outlot 10 and Outlot 16 respectively, the Developer shall convey title to Outlot 10 and Outlot 16 respectively to "Autumn Ridge Phase 3 Association," an unincorporated nonprofit association under Chapter 184 of the Wisconsin statutes (the "Unincorporated Association"). Each Lot Owner shall be a member of the Unincorporated Association and shall be entitled to one vote. All actions of the Unincorporated Association shall be decided by majority vote of its members. Following the Developer's initial installation of the CBU's, the Unincorporated Association shall keep the CBU's in good condition

and repair and shall be responsible for all necessary maintenance, repair, and replacement of the CBUs. To the extent permitted by chapter 779 of the Wisconsin statutes, the Unincorporated Association shall be entitled to levy assessments and impose liens on each Lot subject to this Declaration for all costs and expenses related to the CBUs.

3.14 Garages. All residential buildings constructed on any Lot shall have an attached garage that contains no less than two (2) automobile garage stalls. Any garage containing four (4) stalls shall have a maximum of three (3) single garage doors. Thrust garage doors are not allowed.

3.15 Exterior Alterations. No alterations of the exterior appearance of existing buildings, including but not limited to exterior remodeling and the construction of patios, decks, and swimming pools shall be made without the prior written approval of the Developer or the Architectural Control Committee, whichever is then applicable.

3.16 Window Treatments. Each window of a building on front elevations of a Lot (and street side elevations of a corner Lot) shall have either shutters or trim at least 1" x 4" wrapping the window.

ARTICLE IV. USE RESTRICTIONS

4.01 Storage. Outdoor storage of boats or any other personal property shall not be permitted on any Lot within the Plat. The parking of service vehicle, including any such vehicles owned or operated by any Lot Owner or occupant, is prohibited unless such service vehicle is kept in a garage. The storage of boats, travel trailers, mobile homes, campers, snowmobiles, motorcycles, or any other recreational vehicles is prohibited unless kept inside the garage. This shall not prohibit the temporary parking of such vehicles for the purpose of loading and unloading. No exterior antennas (except as set forth in Section 4.02), or windmills shall be erected on any building or Lot without the prior written approval of the Developer or Architectural Control Committee, whichever is then applicable. No firewood or wood pile shall be kept outside a building unless it is neatly stacked, placed in a rear yard or side yard not adjacent to a street, and screened from street view by plantings or a fence approved by the Developer or Architectural Control Committee, whichever is then applicable. Nothing set forth in this Section 4.01 shall prohibit temporary parking of moving vehicles for the purpose of loading or unloading for period not to exceed eight (8) hours. No vehicles or other equipment may be parked on any yard at any time.

4.02 Antennas, Solar Panels, etc. No visible exterior antennas or windmills in excess of twenty (20) inches in diameter shall be permitted on any building or Lot. Satellite dishes of twenty (20) inches or less shall be permitted only on the back of a building in the most unobtrusive location. Solar panels shall also not be permitted unless the Developer or Architectural Control Committee, whichever is then applicable, determines in writing that installation of solar panels for a particular building will not be incompatible with the improvements on any other Lot and will not adversely affect the appearance of the Plat. In connection with the submission and approval of plans, specifications and site plans under Section 5.01 hereof, the Developer or Architectural Control Committee, whichever is then applicable, may impose such requirements and conditions

relative to landscaping, building heights and other matters as may be reasonably necessary to protect solar access for adjoining Lots.

4.03 Lot Appearance. All areas of the Lot not used as a building site or lawn or under cultivation (such as a vegetable garden) shall be so cultivated or tended as to be kept free from noxious weeds. The Lot Owner of each Lot shall be responsible for maintaining the Lot in a neat appearance. This covenant shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in the rear yard.

4.04 Pets & Animals. A maximum of three domestic animals (dogs and cats only, except for Pitbulls, which are strictly prohibited) may be housed in a residence. All other animals, including, but not limited, to farm animals, are strictly prohibited from being kept on any Lot. No commercial boarding shall be allowed. Kennels shall be inside a building unless otherwise approved by the Developer or Architectural Control Committee, whichever is then applicable. No Lot Owner may keep a dog whose barking creates a nuisance to neighbors, nor any animal which displays vicious propensities.

4.05 Clothes Lines. Permanent clothes lines are not allowed.

4.06 Recreational Facilities. Permanent rear yard recreational facilities, such as above ground pools, basketball and volleyball courts, are strictly prohibited. In-ground pools and hot tubs shall only be allowed with the approval of the Developer or Architectural Control Committee, whichever is then applicable. Any approved in-ground pools and hot tubs shall be screened from street view by plantings and/or a fence approved by the Developer or Architectural Control Committee, whichever is then applicable.

4.07 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks or earth must be in containers and removed from the Plat. In completed buildings trash containers must be kept inside of garages and shall be placed upon the curb for pickup in a suitable container. No trash, cuttings, leaves, rocks, or earth may be deposited on any Outlot in the Plat.

ARTICLE V.

ARCHITECTURAL CONTROL COMMITTEE

5.01 Approval of Buildings and Improvements. For all buildings and improvements to be erected or placed on any Lot subject to this Declaration, two (2) sets of the completed architectural review sheet (on a form provided by the Developer or Architectural Control Committee, whichever is then applicable), plans, specifications, landscaping plans and site plans for all such buildings and improvements must be submitted to the Developer or Architectural Control Committee, whichever is then applicable, for written approval as to the quality of workmanship and materials, and harmony of exterior design including exterior colors, size, location with respect to adjacent structures, topography, finished grade elevation, and identity of the general contractor, prior to commencement of any construction on any Lot. The correct legal name, address, telephone and name of contact person for the general contractor shall be provided with each such submission. The Developer or Architectural Control Committee, whichever is then

applicable shall have the right to require brick, stone, shutters, corner boards and any other items which it deems desirable for a particular submission.

5.02 Architectural Control Committee. After the Developer ceases to have title to any Lot subject to this Declaration, the plans, specifications, and site plans, and all other matters to be submitted for review under these covenants, conditions, and restrictions, shall be submitted to a committee of three (3) persons initially appointed by the Developer (the "Architectural Control Committee") for review in accordance with this Article 5. The initial Architectural Control Committee members shall serve an initial term of one (1) year. Thereafter, each Architectural Control Committee member shall continue to serve successive one (1) year terms until such time that the member (i) vacates his or her position, (ii) is removed by a majority vote of the Architectural Control Committee members, or (iii) is removed by a majority vote of the Lot Owners (land contract purchasers shall be deemed to be titleholder and land contract vendors shall not be deemed to be titleholder). Any vacancy on the Architectural Control Committee shall be filled by a majority of the remaining Architectural Control Committee members, or by a majority vote of the Lot Owners if all Architectural Control Committee positions are vacant. Each Lot Owner, by acceptance of a deed to their Lots, shall and hereby does release the Architectural Control Committee and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems appropriate. The Architectural Control Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, plans, specifications, grading or landscaping plan or other matter including any loss arising out of the negligence of the Architectural Control Committee.

5.03 Approvals. In the event the Developer or the Architectural Control Committee, whichever is then applicable, does not affirmatively approve or reject the plans, specifications and site plans, alteration, or any other matters which must be submitted to the Developer or Architectural Control Committee, whichever is then applicable, within thirty (30) working days after the same have been submitted to the approving authority in writing, then such approval shall be deemed to have been obtained.

5.04 Enforcement. The Developer, the Architectural Control Committee and any Lot Owner shall have the right to enforce, by any proceedings at law or in equity, all of the restrictions and covenants set forth in this Declaration. The enforcement rights of individual Lot Owners shall be subject to the rights of the Developer and the Architectural Control Committee to cancel, release, amend and/or grant variances with regard to these restrictions and covenants as set forth herein. Enforcement may be by an action to restrain any violation and/or to recover damages. Any party successfully enforcing these restrictions and covenants in a legal action shall be entitled to reasonable and actual attorney's fees and costs incurred to enforce the same from the non-prevailing party. The Developer and Architectural Control Committee shall have the authority to provide a variance from the restrictions and covenants set forth herein. Granting of a variance as to any restriction or covenant shall not operate as a waiver of the right to enforce these restrictions and covenants as to any other party. A failure to enforce any restriction or covenant set forth herein shall not operate as a waiver of the right to do so at any time in the future. Each Lot Owner, by acceptance of a deed to their Lot, shall and hereby does release the Architectural Control

Committee and the Developer from any liability based upon the good faith exercise of their duties under this Declaration. Refusal of approval of submissions by the Architectural Control Committee may be based on any grounds, including purely aesthetic grounds, which the Architectural Control Committee in its sole discretion deems appropriate.

5.05 Restrictions Run with Land. These restrictions and covenants run with the land and shall be binding upon all persons having an interest in the Plat for a period of twenty-five (25) years after the date of recording of this Declaration. Said restrictions and covenants shall then be automatically renewed for an additional fifteen (15) year period, unless the Lot Owners of at least 75% of the Lots in the Plat, record a writing in the Office of the Register of Deeds for Dane County at least ninety (90) days prior to the date these restrictions would otherwise terminate, indicating their desire not to renew these restrictions.

5.06 Release and Amendment. These restrictions or any part hereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Developer (without the requirement of consent by any other party) at any time that Developer continues to own any Lot(s) in the Plat (including at any time that Developer continues to own the Third Addition Property if the Third Addition Plat has not yet been recorded and including at any time that Developer continues to own the Additional Property if the Additional Property has not yet been subdivided and subjected to this Declaration). After the Developer has sold all of the Lots in the Plat or otherwise released or assigned its right to enforce these restrictions, then, except as provided otherwise in Section 1.02 hereof, these restrictions or any part hereof may be released, cancelled, amended or waived upon the affirmative vote of the Lot Owners of ninety percent (90%) of the Lots in the Plat evidenced in writing by a document recorded in the Office of the Register of Deeds for Dane County, Wisconsin.

5.07 Conformance to Laws. All buildings constructed on any Lot in the Plat shall conform to all governmental zoning and use requirements, including all setback requirements imposed by local ordinance.

5.08 Invalidation. The invalidation of any one of these covenants or any severable part of any covenant, by judgment or court order, shall not affect any of the other covenants, which shall remain in full force and effect.

ARTICLE VI.

TIME LIMITS FOR COMMENCING CONSTRUCTION

6.01 Time Limits for Commencing Construction.

(a) The Lot Owner(s) of any Lot in the Plat, other than the Developer, shall commence construction within twelve (12) months of the date of closing for the purchase of said Lot. For purposes of this Article VI, "commence construction" shall mean complete installation of the foundation for the building to be constructed on the Lot.

(b) The Developer shall have the right, but shall not be obligated, to extend in writing the deadline set forth in paragraph (a) above but any one extension shall not obligate the Developer to issue further or other extensions.

(c) If any Lot Owner fails to meet the deadline as set forth in paragraph (a) above, then upon thirty (30) days' notice to the Lot Owner(s) of said Lot, the Developer shall have the right, but shall not be obligated, to enforce any or all of the following remedies:

(1) Repurchase of the Lot free and clear of all encumbrances except municipal and zoning ordinance, easements, and covenants and restrictions of record. The purchase price paid for the Lot by the Developer shall be the original price paid by the Lot Owner(s) for the Lot, less the sum of credits to the Lot Owner(s) at the original closing and further less the Developer's costs to repurchase the Lot, including but not limited to, title insurance, recording fees, document preparation, and other settlement costs. The Lot Owner(s) shall pay all transfer fees and other usual and customary seller's costs. The real estate taxes and installments on special assessments for the year in which such conveyance occurs shall be prorated as of the date of such conveyance.

(2) Specific performance.

(3) Liquidated damages, resulting to the Developer for loss of opportunity to sell Lots contained in the Plat or to develop and sell Lots in additions to the Plat, in the amount of one hundred and 00/100 dollars (\$100.00) per day.

(4) Attorney's fees incurred by Developer for enforcing any of the foregoing remedies.

ARTICLE VII. RIGHT OF FIRST REFUSAL

7.01 Right of First Refusal.

(a) *Grant of Right of First Refusal.* In the event the Owner of any Lot for which a building permit has not been issued and the Lot Owner has not commenced construction (i.e., completed installation of the foundation for the building to be constructed), shall receive a bona fide offer to purchase the Lot from an unrelated third party (which may include the exercise of any option to purchase, agreement to purchase or exchange the Lot or any similar agreement), and the offer to purchase shall be satisfactory to said Lot Owner, said Lot Owner shall give Developer the right of purchasing the Lot at the price and on the same terms and conditions of said offer to purchase. This right shall be given by a notice sent by said Lot Owner to Developer at the address for Developer's registered agent (according to records maintained by the Wisconsin Department of Financial Institutions), together with a copy of the offer to purchase, requiring Developer to accept the offer in writing and to sign, within ten (10) days after the mailing of said notice, a contract to purchase the Lot on the same terms and conditions of said offer to purchase. If Developer elects to purchase the Lot, said Lot Owner shall convey the Lot to Developer for the price and on the terms and conditions contained in said offer to purchase. Notwithstanding the foregoing, this provision shall not apply to a bona fide offer to purchase the Lot by an individual third-party purchaser who intends to occupy the Lot as their primary residence.

(b) *Failure of Developer to Sign Contract Within Ten (10) Day Period.* The failure of Developer to respond to said Lot Owner's notice of the bona fide offer or to sign a contract within the ten (10) day period provided above shall be conclusively deemed an election by Developer not

to purchase the Lot, in which case said Lot Owner shall be at liberty to sell and convey the Lot on the same terms and conditions as contained in said bona fide offer to purchase. Any subsequent sale shall be subject to this right of first refusal. If said Lot Owner does not consummate the transaction with a third party, Developer's right of first refusal hereunder shall be reinstated and apply to any subsequent offer to purchase the Lot.

(c) *Interests of Lot Owner Entity.* This right of first refusal shall also apply, on the same terms as set forth herein, to the sale by person of their controlling ownership interest(s) (shares of stock, membership interests or otherwise) in any entity owning a Lot.

(d) *Expiration.* Notwithstanding any provision herein to the contrary, as to any particular Lot, the right of first refusal set forth herein shall expire two (2) years from the date of sale of said Lot by the Developer.

ARTICLE VIII.
MISCELLANEOUS

8.01 Assignability of Developer's Rights. Developer may, by written recorded assignment, transfer its rights as Developer under this Declaration to any person or entity who, effective upon the recording of the assignment, shall be the Developer for all purposes under this Declaration.

[Signature pages follow.]

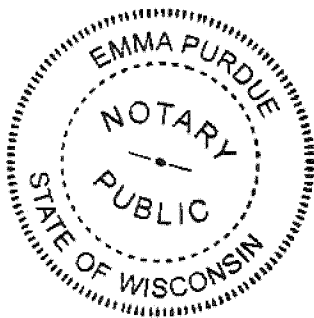
IN WITNESS WHEREOF the undersigned Developer has caused this Declaration to be executed as of the 18th day of November, 2024.

RIDGEVIEW DEVELOPMENT, LLC

By: Glenn Hofer
Glenn Hofer, Member

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 18th day of November, 2024, the above named Glenn Hofer, as Member of Ridgeview Development, LLC, to me known to be such person who executed the foregoing instrument in the stated capacity and acknowledged the same.



Emma Purdue
Print Name: EMMA PURDUE
Notary Public, State of Wisconsin
My Commission (is permanent) / (expires July 15th 2028)

Drafted by:
Atty. Kyle J.W. Jones
Carlson Black O'Callaghan & Battenberg LLP

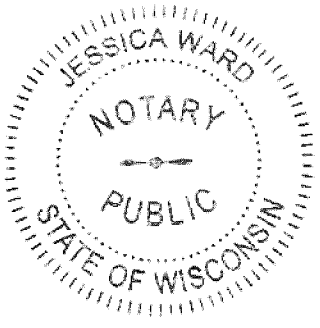
[signatures continue on next page.]

TIM O'BRIEN HOMES OF MADISON, LLC

By: *[Signature]*
Name: Daniel Lowery
Its: President

STATE OF WISCONSIN)
)ss.
COUNTY OF DANE)

Personally came before me this 20th day of November, 2024, the above named Daniel Lowery, as President of Tim O'Brien Homes of Madison, LLC, to me known to be such person who executed the foregoing instrument in the stated capacity and acknowledged the same.



Jessica Ward
Print Name: Jessica Ward
Notary Public, State of Wisconsin
My Commission (is permanent) / (expires 06/12/2026)

[signatures continue on next page.]

ALTERRA DESIGN HOMES LLC

By: [Signature]

Name: JEROO BENNETT

Its: _____

STATE OF WISCONSIN)

)ss.

COUNTY OF DANE)

Personally came before me this 21 day of November 2024, the above named JEROO BENNETT, as MEMBER of Alterra Design Homes LLC, to me known to be such person who executed the foregoing instrument in the stated capacity and acknowledged the same.

MELISSA KONECKE
Notary Public, State of Wisconsin

[Signature]
Print Name: Melissa Konecke
Notary Public, State of Wisconsin
My Commission (is permanent) / (expires 2/8/27)

EXHIBIT A

LEGAL DESCRIPTION SECOND ADDITION TO AUTUMN RIDGE

Lots Sixty-nine (69) through Ninety-one (91), inclusive, and Outlots eight (8) through ten (10), inclusive, Second Addition to Autumn Ridge, Village of Oregon, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on March 21, 2024, as Document Number 595250, but excluding Lots 79, 82, 84, and 88 until such time as this Declaration is amended as provided in Section 1.01.

Parcel Identification Numbers:

<u>Parcel Number</u>	<u>Lot</u>		
0509-134-0489-1	LOT 69	0509-134-0656-1	LOT 86
0509-134-0490-1	LOT 70	0509-134-0667-1	LOT 87
0509-134-0501-1	LOT 71	0509-134-0689-1	LOT 89
0509-134-0512-1	LOT 72	0509-134-0690-1	LOT 90
0509-134-0523-1	LOT 73	0509-134-0701-1	LOT 91
0509-134-0534-1	LOT 74	0509-134-0712-1	Outlot 8
0509-134-0545-1	LOT 75	0509-134-0723-1	Outlot 9
0509-134-0556-1	LOT 76	0509-134-0734-1	Outlot 10
0509-134-0567-1	LOT 77		
0509-134-0578-1	LOT 78		
0509-134-0590-1	LOT 80		
0509-134-0601-1	LOT 81		
0509-134-0623-1	LOT 83		
0509-134-0645-1	LOT 85		

EXHIBIT B

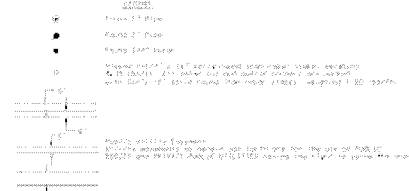
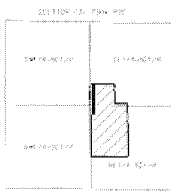
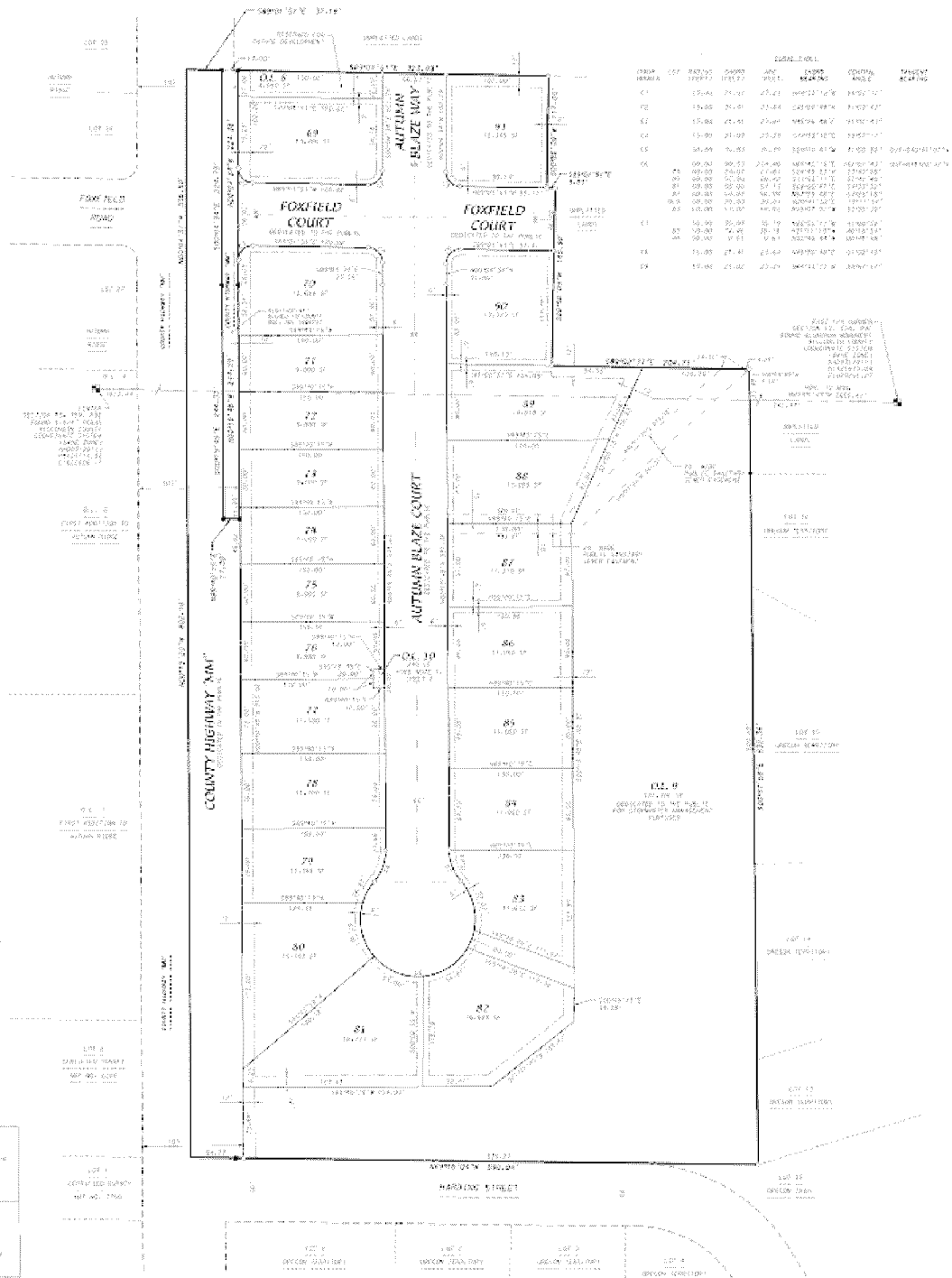
PLAT OF SECOND ADDITION TO AUTUMN RIDGE

Note: Attached is a copy of the Plat of Second Addition to Autumn Ridge, Village of Oregon, Dane County, Wisconsin, recorded in the Office of the Register of Deeds for Dane County, Wisconsin, on March 21, 2024, as Document Number 5952501. This exhibit is included for illustrative purposes only. Readers are directed to disregard any illegible text.

SECOND ADDITION TO AUTUMN RIDGE

Document # 5952501

LOCATED IN THE SE1/4 OF NE1/4 AND THE NE1/4 OF THE SE1/4 SECTION 13, TOWNSHIP 5 NORTH, RANGE 9 EAST, VILLAGE OF OREGON, DANE COUNTY, WISCONSIN



This is a true and correct copy of the original as shown to the Wisconsin Department of Administration on 01/24/93.

Recorded January 8, 2004

Richard J. Pank
 Department of Administration

D WOODMAN SURVEYING AND ASSISTANCE, INC.
 1534 Woodland Way, Madison, WI 53717
 Phone 608.538.7345 • Fax 608.538.1500
 WWW.DWWOODMAN.COM

Note: This exhibit is included for illustrative purposes only. Readers are directed to disregard any illegible text.

EXHIBIT C

LEGAL DESCRIPTION THIRD ADDITION PROPERTY

A parcel of land located in the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 13, T5N, R9E, Village of Oregon, Dane County, Wisconsin to-wit:

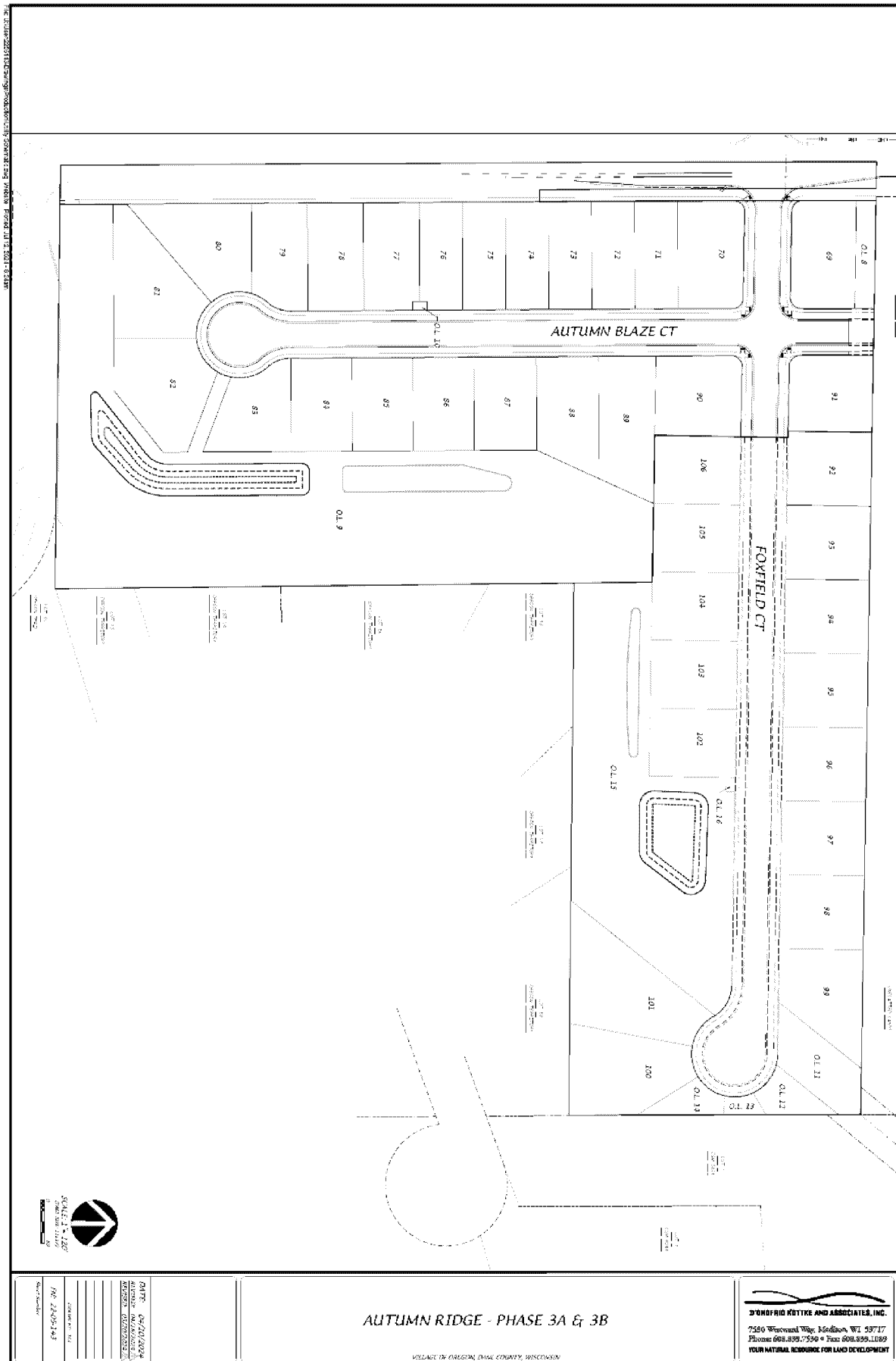
Beginning at the East 1/4 corner of said Section 13; thence S00°31'50"E, 72.73 feet along the West line of Lot 1, Certified Survey Map No. 3871 to the Northeast corner of Lot 16, Oregon Territory; thence N89°26'06"W, 741.73 feet along the North line of Lots 16, 17 and 18, Oregon Territory to the Northwest corner of said Lot 16 also being on the East line of Outlot 9, Second Addition to Autumn Ridge; thence N00°37'58"W, 109.01 feet to the Northeast corner of said Outlot 9; thence N89°02'37"W, 204.71 feet along the North lines of Outlot 9 and Lot 89, Second Addition to Autumn Ridge to the Southeast corner of Lot 90, Second Addition to Autumn Ridge; thence N00°58'09"E, 185.98 feet along the East line of said Lot 90 and the East right-of-way line of Foxfield Court to a point on the North right-of-way line of Foxfield Court; thence N89°01'51"W, 9.03 feet along said North right-of-way line to the Southeast corner of Lot 91, Second Addition to Autumn Ridge; thence N00°58'09"E, 117.00 feet to the Northeast corner of said Lot 91; thence S89°01'51"E, 950.42 feet to a point on the West line of Lot 1, Certified Survey Map No. 3871; thence S00°05'26"E, 334.02 feet along said West line to the point of beginning. Containing 366,000 square feet (8.402 acres).

Parcel Number: 0509-131-9723-1

EXHIBIT D

DEPICTION OF ANTICIPATED PLAT OF THIRD ADDITION TO AUTUMN RIDGE

Note: Attached is a depiction of the anticipated Plat of Third Addition to Autumn Ridge, Village of Oregon, Dane County, Wisconsin. This exhibit is included for illustrative purposes only and is not intended to act as a land division instrument. Readers are directed to disregard any illegible text.



Note: This exhibit is included for illustrative purposes only. Readers are directed to disregard any illegible text.