

**DECLARATION OF COVENANTS AND
RESTRICTIONS FOR LOTS 1 AND 2 OF
CERTIFIED SURVEY MAP NO.**

_____, CITY OF MADISON,
DANE COUNTY, WISCONSIN

Certco, Inc., a Wisconsin corporation (the "Owner"), owner of the real estate in the City of Madison, Dane County, Wisconsin, which has been platted as Lots 1 and 2 of Certified Survey Map No. _____ (the "Property"), hereby declares that all of the lots in the Property are subject to the following restrictions and covenants, and that all of such lots are and shall be held, sold, occupied, conveyed and transferred subject to the covenants and restrictions set forth herein:

Return to:
Michael J. Lawton
P.O. Box 1507
Madison, WI 53701-1507

Parcel Identification Number

ARTICLE 1

Definitions

For purposes of these Covenants and Restrictions, the following terms shall be defined in the following manner:

1.1. "Owner" shall refer to Certco, Inc., and its representatives, successors and assigns.

1.2. "Future Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a platted lot (exclusive of outlots) within the Property, except that as to any such lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.3. "Property" shall mean and refer to the real estate described as Lots 1 and 2 of Certified Survey Map No. _____, City of Madison, Dane County, Wisconsin.

1.4. For purposes of this instrument, the term "Approving Authorities" shall be defined to mean: (a) the City of Madison, and (b) the Owner (or in the event that Owner assigns its rights hereunder pursuant to section 3.3 hereof to one or

more Future Owners, then the successors to whom such rights have been assigned).

ARTICLE 2

Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Madison, Dane County, Wisconsin, and shall be known as Lots 1 and 2 of Certified Survey Map No. _____, City of Madison, Dane County, Wisconsin.

ARTICLE 3

3.1. The following uses or activities shall not be permitted within the Property at any time, without the express written consent of all of the Approving Authorities set forth in an instrument in recordable form and recorded in the Office of the Dane County Register of Deeds, as defined below:

- A. Agricultural crop production and animal husbandry.
- B. Outdoor kennels, including outdoor dog runs or exercise pens.
- C. Foundries.
- D. Poultry and rabbit slaughtering or processing.
- E. Taverns.
- F. Mission houses.
- G. Adult entertainment establishments.
- H. Handgun shops.
- I. Asphalt and concrete batching or ready-mix plants.
- J. Junkyards and automobile storage yards.
- K. Adult entertainment taverns.
- L. Mini-warehouses, which shall include personal storage facilities which are rented or leased for the indoor storage of items within partitioned buildings having an individual access to each partitioned area from the outside of the building.

The term used in A-K above shall have the meaning attached to them in the City of Madison zoning code as of the date hereof.

3.2. Owner, after a period of ten (10) years from the date of recording the Certified Survey Map or after all of the lots within the Property have been sold, whichever occurs first, may elect to assign all of the Developer's rights as an Approving Authority to one or more of the owners of lots or parcels within the Property as determined by Owner.

3.3. Article 3 hereof shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property and to the City of Madison, for a period of thirty (30) years after the Certified Survey Map is recorded, after which time Article 3 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Section 3.4 below. If any person, or his heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in Article 3 hereof while Article 3 hereof is effective, the Developer (or its successors), the City of Madison, or any person or persons owning any lot or lots within the Property, shall have standing to bring proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions, and the prevailing party shall be awarded reasonable attorney fees and costs, and any person violating any of these covenants or restrictions shall be liable for all costs of removing any such violation. The City of Madison and the Owner shall not be required to take any action hereunder.

3.4. Any provision of Article 3 hereof, or any part or provisions thereof, may be canceled, released, amended, or waived in writing as to some or all of the lots subject to this Declaration by an instrument signed by all of the Approving Authorities.

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

3.6. This instrument shall be governed by and construed in accordance with the laws of the state of Wisconsin.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this ____ day of _____, 2009.

CERTCO, INC.

By: _____

Name and Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

On this ____ day of October, 2009, before me, a Notary Public, personally appeared _____, to me known, who being by me duly sworn, did depose and say that he executed said document on behalf of Certco, Inc., as the _____ thereof.

Notary Public, State of Wisconsin
My Commission: _____

This document drafted by Michael J. Lawton.