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Tx: 8540895

DECLARATION OF CONDITIONS AND COVENANTS

ROYSTER CORNERS

CITY OF MADISON, DANE COUNTY, WISCONSIN

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5074766

06/06/2014 4:19 PM

Trans. Fee:

Exempt #:

Rec. Fee: 30.00

Pages: 2

WHEREAS, RDC Development, LLC, owner of Lots 1-7, inclusive, 9-60, inclusive and OL 1 and 3, in the Plat known as Royster Corners, recorded in Volume 60-026 A of Plats on Page(s) 129-132 in the Office of the Register of Deeds for Dane County, Wisconsin, will be benefited through the installation of street, sidewalk, stormwater management and utility improvements by the City of Madison.

NOW, THEREFORE, RDC Development, LLC, hereby declares and provides that Lots 1-7, inclusive, 9-60, inclusive and OL 1 and 3 in Royster Corners Plat are subject to the following conditions and covenants:

1. The owner concurs with the City of Madison's policy to promote the general welfare of the City through the installation of public infrastructure improvements including, but not limited to, street, sidewalk, stormwater management and utility improvements, by the City of Madison for the development known as Royster Corners.
2. The owner has willingly agreed to execute the waiver of assessments to complete the infrastructure improvements as was required for the for the City Contract known as *Contract for the Construction of Public Works Improvements to be Accepted by the City of Madison for Royster Corners*, City Contract No. 2261, and have assessments allocated to said properties if the City is required to install the improvements and assess the costs.
3. The owner acknowledges that it is the City of Madison's policy to assess the above described lot(s) the full cost of said improvements, including inspection, engineering, and supervision costs.
4. The owner, its successors and assigns hereby waives all special assessment notices and hearings as required by Section 66.0703(7)(b) of the Wisconsin Statutes and Section 4.09 of Madison General Ordinances and further agrees that the benefits to the above described lot(s) for the construction of said improvements, will be divided proportionately among said lot(s) which it may elect to pay in eight equal successive annual installments.
5. The City of Madison shall have the right annually during the payment period, to place an amount equal to one-eighth of said charge above specified, together with interest on all unpaid balances thereof at the prevailing interest rate on the tax roll to be collected, together with the general taxes in the same manner as if said charge had been levied as a special assessment against the property, and as if said annual amounts were installments of special assessment.
6. In the event of a default in the payment of any of the said eight annual installments above specified, the collection of the same shall be enforced by the City of Madison by action for debt or by sale of the property for nonpayment of taxes.
7. Upon the completion and acceptance of the improvements as required under *Contract for the Construction of Public Works Improvements to be Accepted by the City of Madison for Royster Corners*, City Contract No. 2261, this declaration of conditions and covenants shall hereby be released.

This space is reserved for recording data.

Drafted by and Return to:

Janet Dailey
City Engineering Division
Rm. 115, City-County Building
Madison, Wisconsin

TAX PARCEL NO. (See attached)

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 20th day of May, 2014.

RDC DEVELOPMENT, LLC

manager

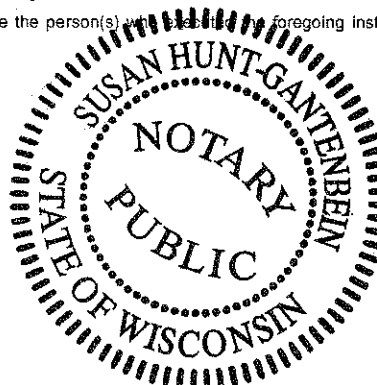
STATE OF WISCONSIN)
COUNTY OF DANE) SS

Personally came before me this 20th day of May, 2014, the above named

Carl Ruedebusch, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Susan Hunt Gartenbein
NOTARY PUBLIC

Susan Hunt Gartenbein
My Commission Expires: 6-13-2016



<u>Lot No.</u>	<u>Parcel No.</u>
1	0710-092-2701-0
2	0710-092-2702-8
3	0710-092-2703-6
4	0710-092-2704-4
5	0710-092-2705-2
6	0710-092-1726-9
7	0710-092-1727-7
9	0710-092-1729-3
10	0710-092-1730-0
11	0710-092-1731-8
12	0710-092-1732-6
13	0710-092-1733-4
14	0710-092-1734-2
15	0710-092-1735-0
16	0710-092-1736-8
17	0710-092-1737-6
18	0710-092-1738-4
19	0710-092-1739-2
20	0710-092-1740-9
21	0710-092-1741-7
22	0710-092-1742-5
23	0710-092-1743-3
24	0710-092-1744-1
25	0710-092-2601-2
26	0710-092-2602-0
27	0710-092-2603-8
28	0710-092-2604-6
29	0710-092-2605-4
30	0710-092-2606-2
31	0710-092-2607-0
32	0710-092-2608-8
33	0710-092-2609-6
34	0710-092-2610-3
35	0710-092-2611-1
36	0710-092-2612-9
37	0710-092-2613-7
38	0710-092-2614-5
39	0710-092-2615-3
40	0710-092-2616-1
41	0710-092-2617-9
42	0710-092-2618-7
43	0710-092-2619-5
44	0710-092-2620-2
45	0710-092-2621-0
46	0710-092-2622-8
47	0710-092-2623-6
48	0710-092-2624-4
49	0710-092-2625-2
50	0710-092-2510-5
51	0710-092-2511-3
52	0710-092-2512-1
53	0710-092-2513-9
54	0710-092-2514-7
55	0710-092-2515-5
56	0710-092-2516-3
57	0710-092-2517-1
58	0710-092-2518-9
59	0710-092-2519-7
60	0710-092-2520-4
OL 1	0710-092-2521-2
OL 3	0710-092-2523-8