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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE FOURTH ADDITION TO
WORLD DAIRY CENTER**

Return to:
Jesse S. Ishikawa
Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

See Exhibit A
Parcel Number

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE FOURTH
ADDITION TO WORLD DAIRY CENTER**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOURTH ADDITION TO WORLD DAIRY CENTER (the "Declaration") is made on this 23rd day of May, 2002, by WTG CORPORATION (the "Developer").

WITNESSETH:

WHEREAS, Developer and William T. Graham own lands legally described in Exhibit A (the "Fourth Addition to World Dairy Center"); and

WHEREAS, Developer desires to promote and maintain development of the Fourth Addition to World Dairy Center in a campus setting and that buildings constructed upon the Fourth Addition to World Dairy Center be architecturally designed and built with standards and specifications in harmony with each other and neighboring sites; and

WHEREAS, Developer desires to establish a general plan governing the architecture, use and enjoyment of the Fourth Addition to World Dairy Center and the common areas thereof.

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NOW, THEREFORE, Developer hereby declares that, for the mutual benefit of its present and future owners of any portion of the Fourth Addition to World Dairy Center, and their successors and assigns, all lots within the Fourth Addition to World Dairy Center and described on Exhibit A shall be subject to the following covenants, conditions and restrictions.

ARTICLE I

STATEMENT OF PURPOSE

The purpose of this Declaration is to ensure the highest and best use and the most appropriate development of each building site; to ensure that all buildings shall be related harmoniously to the terrain and to other buildings in the vicinity; to provide for safe and convenient parking areas; to guard against the erection of poorly designed or proportioned structures; to obtain harmonious use of materials and color schemes; to insure the highest and best development of the Fourth Addition to World Dairy Center; to prevent haphazard, unharmonious improvement of building sites; to secure and maintain the proper setbacks from streets; and to thereby promote the development of the Fourth Addition to World Dairy Center as a high-quality development.

ARTICLE II

ARCHITECTURAL REVIEW COMMITTEE

2.1. Composition and Duty. An architectural review committee (the "Committee") shall have the duty of approving proposed building plans and specifications and enforcing the provisions of this Declaration in accordance with the terms of this Declaration. The Committee shall consist of five persons designated by Developer. The powers and duties of the Committee shall continue for the term of this Declaration and any extensions thereof.

2.2. Replacement of Committee Members. In the event of incapacity, death or resignation of any Committee member, the remaining member or members shall have full authority to approve, or disapprove of, building plans and specifications until another member can be elected or appointed. Developer shall have the authority to replace any Committee members, and to designate (by giving written notice to the other Committee members) substitute members who shall have the authority to act in the absence of regular Committee members. At such time as Developer completely divests itself of any interest whatsoever in the Fourth Addition to World Dairy Center, its Committee members shall be elected by the vote of owners of the Fourth Addition to World Dairy Center who together

own a majority of the square footage of platted lots within the Fourth Addition to World Dairy Center. Such Committee members shall serve at the pleasure of, and may be replaced by, the owners of the Fourth Addition to World Dairy Center who together own a majority of the square footage of platted lots within the Fourth Addition to World Dairy Center. Any vote to elect Committee members may be held at a meeting of all owners of platted lots within the Fourth Addition to World Dairy Center called by a majority of the Committee members, or by written consent of owners who together own a majority of the square footage of platted lots within the Fourth Addition to World Dairy Center. Should no candidate receive the votes of owners of the Fourth Addition to World Dairy Center who together own a majority of the square footage of platted lots within the World Dairy Center, then there shall be runoff elections until such result is reached.

2.3. Standards for Approval. Approval of the development plans and specifications described in Section 2.4, below, shall be based on, in the judgment of a majority of the Committee members, compliance with the standards set forth in Articles I, III, and IV and upon compliance with the Master Storm Water Drainage Plan and submitted by Developer to the City of Madison, as the same may from time to time be amended (the "Master Storm Water Drainage Plan"). The Committee shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

2.4. Procedure. Prior to erecting, placing or altering any building or other improvement upon the Fourth Addition to World Dairy Center:

(a) A preliminary development plan, including preliminary drawings and specifications, shall be submitted in writing to the Committee in sufficient detail to enable the Committee to determine if the final development plans, when submitted, would satisfy the requirements of the Committee.

(b) After the Committee has approved the preliminary development plan, the final development plan shall be submitted to the Committee. The final development plan shall include:

(1) Landscape plans and specifications, which shall also show existing trees, their species, size and location. It is Developer's intent that natural and native species of plants shall be emphasized.

(2) Site plan showing setbacks, existing and finished contours, driveways, exterior lighting, loading and parking areas in sufficient detail to enable the Committee to verify whether the

development, when complete, would comply with the Master Storm Water Drainage Plan.

- (3) Building plans and specifications, including description of materials to be used.
- (4) Exterior elevations and roof plan, including screening of exterior electrical and air conditioning structures.
- (5) Proposed facades of any building, including roofs, with color and texture samples or descriptions.
- (6) Drawings or descriptions of signs, their dimensions, size, location and color.

All such submissions shall be in writing, in triplicate, over the authorized signature of the party proposing the development, to Developer. Developer shall then call a meeting of the Committee to consider such plans and specifications. If, however, Developer no longer has any interest in the Fourth Addition to World Dairy Center, the submission may be to any member of the Committee, in which case the member receiving the submission shall call a meeting of the Committee to consider such plans and specifications. Action of the Committee will be by majority vote of the five Committee members. The Committee may approve, disapprove, or approve subject to stated conditions the preliminary and final development plans. If the Committee conditionally approves either the preliminary or final development plans, then the applicant shall be entitled to resubmit such plans. The Committee's decision shall be in writing, signed by at least three Committee members. If the Committee fails to render its decision on the preliminary or final development plans within thirty (30) days of their submission, or upon any resubmitted preliminary or final development plans within fifteen (15) days of their resubmission, approval will be deemed to have been obtained and the applicable covenants, conditions and restrictions in this Declaration shall be deemed to have been complied with.

2.5. Committee Meetings. Meetings of the Committee may be called at any time by Developer (so long as Developer continues to hold any interest in the Fourth Addition to World Dairy Center) or by any member of the Committee by delivery of no less than five (5) days' written notice to each member of the Committee at such member's address indicated in the records of the Committee for such member. All notices shall be delivered personally or by certified mail, return receipt requested, and shall be deemed complete upon personal delivery (in the case of notice given by personal delivery) or upon deposit into the United States mail (in the case of notice given by certified mail).

2.6. Variations. The Committee is authorized to grant variances from any provision of this Declaration where such variations will assist in carrying out the intent and spirit of this Declaration and where strict application of the provision would result in a particular hardship to the person seeking the variance.

ARTICLE III

ARCHITECTURAL RESTRICTIONS

3.1. Parking. All employee and visitor parking shall be provided on-site. Parking shall not be permitted on any public street or access drive. All parking areas, driveways, and loading areas shall be paved with asphalt or concrete.

3.2. Utilities. All utilities serving any building or site shall be underground. No building or other improvement, or trees shall be erected, placed or planted within any utility easement.

3.3. Temporary Buildings. No building or structure of a temporary character shall be used on any lot at any time, either temporarily or permanently except for construction trailers during the period of construction.

3.4. Maintenance and Landscaping. Every site on which a building shall have been placed shall be landscaped in accordance with the final development plan submitted to and approved by the Committee. Existing trees over three (3) inches in caliper shall not be removed without Committee approval. Approved landscaping shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first, unless the Committee approves in writing another completion date. After completion, such landscaping shall be maintained in excellent condition by cutting, trimming, fertilizing, watering and weeding. Furthermore, each owner shall have the duty to maintain, following their installation, all plantings and other improvements (including drainage ditches) installed by Developer within any areas designated as drainage easements on the plat of the Fourth Addition to World Dairy Center.

ARTICLE IV

USE RESTRICTIONS

4.1. Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, and other waste shall be kept in enclosed sanitary containers. All trash areas shall be screened in a manner approved by the Committee so as not to be visible from any street or adjacent lots.

4.2. Repair of Buildings. No building or structure shall be permitted to fall into disrepair and each building and structure shall at all times be kept in good condition and adequately painted or otherwise finished. In the event of damage or destruction to any such building or structure, such building or structure may be repaired or reconstructed in accordance with the previously approved plans without their resubmission to the Committee.

4.3. Prohibited Uses. The Fourth Addition to World Dairy Center shall not be used for the following purposes without the prior written approval of the Committee:

- (a) amusement establishments, including fairgrounds, permanent carnivals, kiddie parks and other similar outdoor amusement facilities;
- (b) asphalt and concrete batching or ready-mix plants;
- (c) automobile laundries;
- (d) concrete products casting;
- (e) junkyards and automobile storage yards;
- (f) railroad freight terminals, railroad switching and classification yards, repair shops and roundhouses;
- (g) secondhand stores and rummage shops;
- (h) adult entertainment establishments;
- (i) motor vehicle sales establishment;
- (j) adult entertainment sales establishments;
- (k) automobile accessory stores;
- (l) amusement arcades;
- (m) amusement establishments, including archery ranges, bowling centers, dance halls, golf driving ranges, gymnasiums, pool halls, swimming pools, skating rinks and other similar indoor amusement facilities;

- (n) animal hospitals and kennels including outdoor dog runs or exercise pens;
- (o) automobile service stations;
- (p) contractor or construction offices and shops, and yards, such as building, cement, electrical, heating, ventilating and air conditioning, masonry, painting, plumbing, refrigeration and roofing;
- (q) garages for repair and servicing of motor vehicles, including body repair, painting or motor rebuilding, and accessory towing and wrecker service;
- (r) highway maintenance shops and yards;
- (s) mobile home sales and service establishments;
- (t) model homes or garage displays;
- (u) storage yards;
- (v) taverns;
- (w) trailer sales and rental, for use with private passenger motor vehicles;
- (x) truck sales and rental;
- (y) taxicab business; and
- (z) motor vehicle salvage business.

4.4. Residential Uses. No portion of the Fourth Addition to World Dairy Center may be used for residential purposes without the prior written approval of the Committee, except that Lot 55 may be used for retreats that may include overnight lodging.

ARTICLE V

MISCELLANEOUS

5.1. Enforcement. The Committee, Developer, and any owner of a platted lot within the Fourth Addition to World Dairy Center shall have the right to

bring an action or suit against any party to enjoin or recover damages for the violation of any term, covenant or condition of this Declaration. If the Committee, Developer or any owner seeking enforcement of this Declaration prevails in any enforcement action, such party shall be entitled to recover from the party violating this Declaration its reasonable costs and attorneys' fees. Furthermore, the City of Madison shall have the right to enforce the covenant set forth in the last sentence of Section 3.4.

5.2. Ordinances. If the City of Madison's General Ordinances and land use restrictions differ from the restrictions set forth in this Declaration, then compliance with the more restrictive provisions shall be required.

5.3. Amendments. This Declaration, or any covenant, condition or restriction contained herein, may be terminated or amended, by a written recorded instrument executed by Developer (so long as Developer or William T. Graham continues to own any lands within the lands platted as the World Dairy Center, the First Addition to World Dairy Center, the Second Addition to World Dairy Center, the Third Addition to World Dairy Center or the World Dairy Campus) and by the owners of two-thirds (2/3rds) of the square footage of the platted lots within the Fourth Addition to World Dairy Center. No amendment that imposes restrictions upon the use or enjoyment (beyond those set forth in this Declaration) of any lands shall apply to a platted lot that has been previously conveyed by Developer unless such amendment has been approved by Developer and the owners of two-thirds (2/3rds) of the square footage of the platted lots not owned by Developer and located within the Fourth Addition to World Dairy Center.

5.4. Term. The benefits and burdens of the covenants, conditions and restrictions of this Declaration shall run with the land and are binding upon any owner, tenant or occupant of any land subject to this Declaration, their successors and assigns, for a period of twenty (20) years from the date this Declaration is initially recorded, and thereafter shall automatically continue in effect for successive ten (10)-year periods thereafter unless a document executed by Developer (if Developer still owns any lands within the lands platted as the World Dairy Center, the First Addition to World Dairy Center, the Second Addition to World Dairy Center, the Third Addition to World Dairy Center or the World Dairy Campus) and by the owners of at least two-thirds (2/3rds) of the platted lots within the Fourth Addition to World Dairy Center terminating this Declaration is recorded.

5.5. Governing Law. This Declaration shall be governed by the laws of the State of Wisconsin.

5.6. Definition of Developer. As used herein, the term "Developer" shall mean WTG Corporation or its successors or assigns. The rights of WTG Corporation as "Developer" under this Agreement may be assigned by a written instrument recorded in the office of the Dane County Register of Deeds.

5.7. Definition of "Platted Lots." All references to "platted lots" in this Declaration shall mean those lots described on Exhibit A attached hereto and made a part hereof, as the boundaries of the same may change due to lot line realignment.

ARTICLE VI

OPTION TO REPURCHASE

If, as of the first anniversary of the conveyance of any Lot by Developer or by William T. Graham, the grantee of such Lot has not commenced construction of a building on the Lot, then Developer shall have the option to purchase the Lot. Construction shall be "commenced" under this Article VI when the grantee has acquired a building permit from the City of Madison and has begun improvement of the Lot pursuant to a construction contract that provides for the completion of improvements pursuant to plans and specifications approved by the Committee under Article II. The option shall be exercisable by written notice to the grantee and by recording a true and complete copy of such notice. The notice shall specify a time for closing which shall be within thirty (30) days of the notice and a closing location which shall be in Dane County, Wisconsin. If such notice has not been recorded by the time construction has been commenced on the Lot, then the option to repurchase shall be null and void. If the notice is timely delivered and exercised, then the grantee shall, at the time and place specified in the option notice, execute and deliver to Developer a warranty deed conveying title to the Lot free and clear of all liens and encumbrances other than those subject to which the grantee took title. Developer shall tender to the grantee an amount equal to the gross purchase price paid by the grantee for the Lot, subject to the following adjustments and prorations:

- (1) the grantee shall pay for a policy of title insurance insuring Developer's title;
- (2) the grantee shall pay the Wisconsin real estate transfer fee;
- (3) taxes for the year of closing shall be prorated based on taxes for the year of closing, if known; otherwise based on the prior year's taxes; and

EXHIBIT A

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Lots Thirty-Four (34) through Fifty-Seven (57), inclusive, Fourth Addition
to World Dairy Center, in the City of Madison, Dane County, Wisconsin.

Tax Parcel Nos.: 251-0710-223-0501-7, 251-0710-223-0502-5,
251-0710-221-0104-3, 251-0710-221-0103-5,
251-0710-221-0101-9, 251-0710-224-0301-9,
251-0710-224-0305-1, 251-0710-224-0306-9