

# TUMBLEDOWN FARM

DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR LOTS 1 THROUGH 41  
INCLUSIVE, AND OUTLOTS 1 THROUGH 6  
INCLUSIVE, PLAT OF TUMBLEDOWN FARM

KRISTI CHLEBOWSKI  
DANE COUNTY  
REGISTER OF DEEDS

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Parcel Identification Numbers (PINs)

## DECLARATION

THIS TUMBLEDOWN FARM DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made effective as of February 3, 2018 by Tumbledown Development, Inc.

## RECITALS

A. Developer is the beneficial owner under a Land Contract of Lots 1 through 41 and Outlots 1 through 6, Tumbledown Farm, as recorded on January 29, 2018, in the office of the Dane County Register of Deeds, Volume 60-088A, pages 487-491, Document No. 5386618. A copy of the Plat is attached as Exhibit A.

B. Developer desires to subject the Property to certain covenants, conditions, restrictions and easements to ensure that Tumbledown Farm becomes and remains a high quality residential community.

## COVENANTS

NOW, THEREFORE, the Developer declares that the Property be owned, held and occupied subject to the following covenants, conditions, restrictions and easements.

### ARTICLE 1 STATEMENT OF PURPOSE

TUMBLEDOWN FARM is an innovative plan for a high quality residential community that blends with the countryside and preserves the natural character of the existing landscape. The purpose of this Declaration is to assist lot owners in achieving a compatible and attractive arrangement of high quality homes that will retain and enhance the value of their investment.

### ARTICLE 2 DEFINITIONS

The following definitions shall be applicable to this Declaration:

2.1 *"Association"* shall mean the Tumbledown Farm Homeowners Association, Inc., a Wisconsin nonprofit, nonstock corporation, its successors and assigns.

2.2 *"Board"* shall mean and refer to the Board of Directors of the Association.

2.3 *"Committee"* shall mean the Design Review Committee established under Article 3.

2.4 *"Declaration"* shall mean this Tumbledown Farm Declaration of Covenants, Conditions and Restrictions.

2.5 *"Developer"* shall mean Tumbledown Development Inc., and its successors and assigns.

2.6 *"Lot" or "Lots"* shall mean a platted lot or lots set forth in the Plat.

2.7 *"Outlots"* shall mean the platted Outlots 1 through 6, set forth in the Plat., each of which shall be conveyed to the Association immediately after the Plat is recorded at the Office of the Dane County Register of Deeds.

2.8 *"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 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.

2.9 *"Plat"* shall mean the Plat of Tumbledown Farm.

2.10 "*Property*" shall mean the real estate legally described in paragraph A of the Recitals.

2.11 "*Town*" shall mean the Town of Middleton.

### **ARTICLE 3**

#### **ARCHITECTURAL COVENANTS AND RESTRICTIONS; DESIGN REVIEW COMMITTEE**

3.1 Architectural Control. For all buildings or other improvements of any kind or nature to be constructed, erected or placed on any Lot subject to this Declaration, the preliminary plans, specifications, site, grading and landscaping plans for all such buildings must be submitted to the Committee for written approval as to appearance, the quality of workmanship and materials, attractiveness and harmony of exterior design, including exterior colors, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the substructure of any structure, prior to submitting final plans and commencement of any construction on any Lot. No buildings or other improvements may be constructed, erected or placed on any Lot other than in accordance with the approved documents. Evidence of this written approval will be provided to the Town's Building Inspector for his/her use. However, the Town Building Inspector is not obligated to enforce the covenants or conditions of approval. For purposes of this Declaration, the term "*improvements*" shall include, but not be limited to, play structures, fences, patios, decks, mailboxes and swimming pools.

In order to properly evaluate a design, the Committee may require that design/layout plans submitted for plan approval be drawn by a professional home designer or architect.

3.2 Architectural Restrictions. All buildings (other than an in-ground pool accessory building approved under section 3.15 below) shall conform to the following architectural requirements; provided, however, that exceptions to these requirements may be granted by the Committee, if in its sole discretion, the Committee determines that the exception is reasonable and consistent with the Statement of Purpose set forth in Article 1 and the General Standards under Section 3.34:

(a) Exterior walls and fascia of the building and any permitted improvements must be constructed of brick, stone, stucco, solid wood siding or Hardiplank siding or its equivalent. Trim boards may also be made of Azek Trim, Miratec Trim or equivalents. Developer may, in its sole discretion, approve the use of artificial stone products. Siding materials such as aluminum, vinyl, steel, pressed board, Masonite or plywood will not be permitted on the exterior of the building or any permitted improvements, except on soffits. Soffits (but not fascia) may be made of aluminum, vinyl or the siding materials permitted above for exterior walls. Fascia may only be made of the siding materials permitted above for exterior walls (not aluminum or vinyl). Any exposed basement or foundation wall must be covered with masonry veneer, plaster or the siding materials used on the exterior walls above such

exposed wall. The variety of exterior materials and colors should be kept to a minimum and must be used consistently on all elevations.

(b) Pitched roofs shall receive dimensional architectural shingles. Plumbing, HVAC and roof vents, unless continuous ridge vents, shall be placed in locations that are not visible from the street adjoining the front yard.

(c) All chimneys shall be fully enclosed with brick or stone from grade to within 6" of the bottom of the chimney cap. Direct vent fireplace enclosures may not be placed on the exterior of the building unless the enclosure terminates under an uninterrupted soffit and is placed on the rear of the building or behind an offset in the building so as not to be visible from the front yard.

(d) Windows and patio doors shall have and maintain design and material details consistent with the architectural style of the building. Developer will require the placement of windows or other design features in walls that would otherwise be blank or without architectural feature. Windows may be vinyl or aluminum clad.

(e) All exterior doors, including garage doors and entrance doors may be of wood, steel or fiberglass and shall be of a raised panel or other decorative design.

(f) Exterior lighting must be subdued and compliant with "dark sky" regulations. Any lighting that is directly aimed so that it casts light on adjacent property is prohibited.

(g) Placement of mailboxes and associated posts shall be subject to the rules of the United States Postal Service and the Town ordinances. The Developer will provide the mailbox that will be installed on each Lot, and the cost of such mailbox shall be paid by each Lot Owner. No mailbox shall be installed without the approval of the Committee. Additional requirements may be added for location of mailboxes should United States Postal Service require grouping of mailboxes.

3.3 Design Review Committee. Prior to the Turnover of Control of the Association, the Design Review Committee shall be the Developer. After Turnover of Control of the Association, the Board of Directors shall appoint the Design Review Committee, which will consist of three members serving one year terms; provided, however, that after Turnover of Control, the Association may expand or reduce the number of Committee members or may terminate the Committee, in its sole discretion. The Association, with the approval of the Board, may provide financial assistance to the Committee to enable it to carry out its activities, including the hiring of planners, architects, engineers and legal counsel. The reasonable costs and expenses, including attorney fees, incurred by the Committee shall be paid by the Lot Owner requesting approval from the Committee.

3.4 Builder Approval. For each building constructed, erected or placed on any Lot, the prime contractor or builder responsible for construction of such building shall be approved in writing by the Committee prior to commencement of construction. The

approval of the Committee shall not be unreasonably withheld. Such approval may be withheld for reasons such as the proposed prime contractor's or builder's lack of experience, poor financial status, negative business history, negative building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessperson then developing a neighborhood of quality single family residences.

3.5 Alterations. No alteration in the exterior appearance, design, exterior color, size, location with respect to topography and finish grade elevation, height of improvements, site layout, roof pitch, location of improvements and amount, quality and nature of landscaping, and design and construction of the subsurface of any existing buildings or improvements, including but not limited to, any exterior remodeling and the construction of patios, decks, and in-ground swimming pools, shall be made without the prior written approval of the Committee.

3.6 Existing Vegetation. The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of three (3) inches or greater, shall not be destroyed or removed except as approved in writing by the Committee. In the event such vegetation is removed or destroyed without approval, the Developer or Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

3.7 Elevations. The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. Violations of the approved site, grading or landscaping plans shall give the Committee, or any adjacent Lot Owner within the Property, a cause of action against the person violating such site, grading or landscaping plan for injunctive relief or damages as appropriate. No earth, rock, gravel, or clay shall be excavated or removed from any Lot within the Property without the approval of the Committee. Foundations may need to be left exposed to minimize disruption of existing trees, vegetation and drainage as well as to allow for a more natural transition between homes.

3.8 Uses. All Lots within the Property shall be used only for detached single family residential purposes, except that Developer may continue to use lands owned or leased by Developer for present agricultural purposes and uses. No animals may be kept on the Property for agricultural purposes.

3.9 Floor Area Requirements. The following minimum floor area requirements shall apply to all detached single-family residential buildings erected on any Lots subject to this Declaration:

Lot Size	1-story building	2-story building	Raised ranch, bi-level or tri-level building
< .6 ac	1,500 sf total	2,000 sf total	1,200 sf main level
.6 - .8 ac	1,650 sf total	2,150 sf total	1,300 sf main level
> .8 ac	1,800 sf total	2,300 sf total	1,400 sf main level

For the purposes of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded.

The above minimum floor area requirements may be waived by the Committee if the proposed architecture and quality of the house is such as to present an attractive and architecturally appropriate appearance in the judgment of the Committee.

3.10 Garages. All residential buildings must have an attached garage, and such garage must contain not less than two (2) nor more than five (5) automobile garage stalls and be designed such that it is architecturally compatible and proportional to the building. Garage entrances may be on the side, front or rear of the building. Courtyard-style and canted garage entrances shall be considered in conformance with this requirement. It is preferred, but not required, that main garage doors avoid facing the street.

3.11 Retaining and Decorative Walls: Must be constructed of natural stone or certain artificial modular stone products having a so-called “tumbled stone” effect and variations in the dimensions of the tumbled manufactured stone. Retaining and decorative walls cannot be placed in the public street right-of-ways.

3.12 Manufactured and Prefabricated Construction. No building previously erected elsewhere may be moved onto any Lot, except new prefabricated construction or historically significant structures, which shall be approved by the Committee, in its sole discretion.

3.13 Driveways. Driveways may be constructed with concrete, brick, asphalt, or exposed aggregate in concrete. However, if a driveway is constructed prior to the surface layer of asphalt being placed, a minimum of five (5) feet of the driveway (measured from the roadway pavement edge), must be constructed with cold patch asphalt, hot mix asphalt, or crushed stone. Under current Town policy, Developer must install the binder course of asphalt for the public streets and then wait a minimum of one calendar year before installing the surface course of asphalt. Each Owner who constructs a driveway before the surface course is placed on the public street adjoining the Owner’s Lot shall construct the driveway to match the elevation of the surface course except for the last five (5) feet which shall be sloped down to match the binder course elevation. At the time the surface course is placed, the last five (5) feet of asphalt pavement shall be removed and replaced to match the surface asphalt elevation at the Owner’s expense. The Developer shall be responsible for insuring that the driveway matches the elevation of the surface course, and shall be responsible for obtaining any such reimbursement from the Owner for said work.

For concrete or brick driveways built after the surface asphalt is placed, the concrete or brick may extend to the edge of the street pavement and must match the surface asphalt elevation. Concrete driveways built at this time and extended to the street pavement edge shall be built with a control joint five (5) feet from the asphalt roadway edge.

Whether a driveway is constructed before or after the surface asphalt is placed, the driveway must be built in such a manner that when it its final state (after surface asphalt is placed),

the driveway conforms to all requirements of the Town's Driveway Ordinance including the requirement that the driveway slope down and away from the street pavement edge.

It is the responsibility of the Owner to confirm whether or not the surface course has been placed when the Owner constructs the driveway. The Owner can contact the Town for this information.

Any Owner who does not comply with these requirements may be required by the Town to remove and correct the Owner's driveway at the Owner's expense. Before the surface course is placed on a public street, the Town's snow plows may damage driveways which have been placed above the elevation of the binder course of asphalt. The Town will not be liable for the repair of any such damage. Any such damage shall be repaired at the sole expense of the Owner.

Each Owner shall comply with any driveway ordinance of the Town from time to time in effect, and shall obtain from the Town any driveway permit required by such an ordinance before any driveway is constructed or any culvert placed.

3.14 Animals. Only domestic animals may be kept on any Lot, and no more than three (3) domestic animals may be kept on any Lot subject to this Declaration. No pit bulls, Rottweilers, or their close mixes or wolf hybrids may be kept on any Lot. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property.

3.15 Accessory Buildings. Accessory buildings or structures, including, but not limited to, storage sheds, detached garages and above ground swimming pools, are expressly prohibited within the Property, except that in the case of an in-ground swimming pool, a visually suitable accessory building or structure ancillary to such in-ground pool may be approved in writing in advance by the Committee in its sole discretion, limited to such pool-related use.

3.16 Residence Restrictions. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

3.17 Parking Restrictions. Parking of commercial or service vehicles owned or operated by residents within the Property, whether on Lots or in the public street within the Property, is prohibited unless such vehicles are kept in a garage. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles within the Property is prohibited unless kept inside a garage. This section shall not prohibit the temporary parking or storage of such vehicles for the sole purpose of loading or unloading such vehicles at the Lot at which parked, for a period not to exceed twenty-four (24) hours. No cars, boats or other vehicles shall be parked on lawns or yards at any time.

3.18 Lot Maintenance. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such

areas free from noxious weeds, to the extent permitted by law. All Lots, and all buildings and other improvements thereon, shall be kept in good order and repair and free of debris, including, but not limited to, the mowing of all lawns, the pruning of all trees and shrubbery and the painting (or other external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. This paragraph shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in the back yards and shall not exceed 35% of the total area of the Lot, exclusive of the footprint of all buildings and the driveway.

3.19 Outlot Restrictions. Except for the Public Recreational Trail and stormwater management facilities, there shall not be any construction of buildings, septic systems, etc. on the Outlots.

3.20 Construction Timeline. Construction of all buildings shall be completed within eight (8) months after issuance of a building permit for the respective building. Landscaping (including grading, sodding, and seeding) and paving of driveway shall be completed, in accordance with the approved landscaping plan, within one hundred eighty (180) days of completion of construction, provided weather conditions so allow. If such construction or landscaping is delayed due to matters beyond the control of the Lot Owner, the time for completion shall be extended by the period of such delay.

3.21 Antennas, Satellite Dishes, Etc. Except to the extent that this prohibition is limited by federal or state law or regulations, no exterior antennas, satellite dishes, solar panels, wind mills, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Committee, including, without limitation, approval of the location, material, height, size and color thereof.

3.22 Fences. All fences require written approval from the Committee. All fences shall be ornamental metal or wrought iron, black in color, or a split-rail style fence. Any fence which is approved shall be set back at least five (5) feet from the Lot line. NO CHAIN LINK, VINYL, PLASTIC OR SHADOWBOX FENCES SHALL BE ALLOWED AT ANYTIME. This section does not apply to boundary fences located at the perimeter of the Property.

3.23 Noxious and Offensive Activity / Nuisance. No noxious or offensive trade or activity shall be carried on within the Property, nor shall anything be done which may be or will become a nuisance to the neighborhood. This section shall not be construed to prevent a family garden or orchard, provided that all family gardens and orchards shall be located in back yards and do not exceed the area described in section 3.18 above.

3.24 Utility Elevations. The elevation of any utility easement within the Property may not be changed in excess of six (6) inches without the permission of all of the applicable utilities, and any party making such change shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

3.25 Further Land Divisions. No Lot or Outlot as platted shall be re-subdivided, except with the approval of the Committee. No boundary line within the Property shall be



changed, except with the approval of the Committee. This section shall not be construed to prevent the use of one Lot and part or all of another Lot or Lots as one building site, unless a replat or certified survey map is required to either divide, adjust the boundaries of or combine Lots. Replatting or the use of certified survey maps to either divide, adjust the boundaries of or combine any Lots within the Property shall require the approval of the Committee and the Town.

3.26 Signs. No signs of any type shall be displayed to public view on any Lot (including Outlots) without the prior written consent of the Committee except for (a) lawn signs of not more than six (6) square feet in size advertising the property where located for sale, (b) signs erected by Developer advertising Lots within the Property for sale, or (c) signs erected by the Developer or a bona fide builder on a Lot where a residence used as a staged model home is located, but not greater than 3' x 2' in size. No sign may be placed in such a way as to impair vision for vehicles on the adjacent street as determined by the Town.

3.27 Setbacks. All buildings and other improvements constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and approved variances specific to this development, all front, side, and rear yard setbacks as set forth in this Declaration and on the Plat, and all other requirements imposed under any applicable zoning ordinance, as amended from time-to-time.

As required by the Town, Lots 1-11, 18-22, 26-33, 36-41 shall have a 50-foot front yard setback and Lot 25 shall have a 40-foot front yard setback, as depicted on the Plat. Any variance from such setback must be approved by the Town.

3.28 Stormwater Restrictions. No swale, drainage way, or stormwater detention area within the Property, whether established by easement or not, which is in existence at the time of development on any Lot or Outlot on the Property, shall be re-graded or obstructed so as to impede the flow of surface water across such swale or drainage way, or interfere with the proper functioning of any such swale, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, drainage way or stormwater detention area.

3.29 Stormwater and Management. Repair and maintenance of all stormwater management and drainage facilities shall be the responsibility of the Association. The maintenance provisions for the stormwater management and drainage facilities shall be completed in accordance with the Stormwater Management Measures attached as Exhibit B. The Town shall have an easement over any public stormwater management facilities for the purpose of performing repair and maintenance activities in the event the Association fails to do so. The Town may assess the costs of any such repairs or maintenance to the Association, but only upon thirty (30) days' notice by the Town.

The Association shall make biannual reports to the Town regarding the stormwater management facilities on Outlot 1. The biannual reporting shall be in accordance with Town reporting ordinances and policies.

3.30 Landscaping Requirements. Landscape plans must be submitted within thirty (30) days of home construction completion to the Committee approval. The following landscaping requirements apply to all Lots within the Property:

(a) Front and side yards must be sodded or planted and maintained in a manner consistent with rural characteristics, including street terraces, except that the Committee may permit the front yard and side yard to be seeded where weather conditions permit and appropriate alternative materials and practices are employed, in their discretion.

(b) Rear yard areas which are not sodded must be seeded.

(c) Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot or Outlot Owner(s). Complete visual screening of the front, rear or side of any lot or Outlot is prohibited without approval of the Committee.

(d) No Lot Owner shall plant or fail to remove any of the prohibited species set forth in the Town's ordinances.

(e) Landscape plantings that minimize visibility of utility transformers when positioned on the street side of the building must be included in Landscaping plan.

3.31 Public Recreational Trail Easement. Lots 1, 2, 38 and 39 and Outlots 1, 2, 4, 5, and 6 are subject to an easement for a public recreational trail as shown on the Plat (the "Public Trail"). The Town, as the beneficiary of the Public Trail, shall have the right to improve, repair, maintain, and allow public use of the Public Trail as the Town determines from time to time. The Town will allow dogs on a leash to be walked on the Public Trail; provided, however, that the Town may at any time change this policy and prohibit such use.

3.32 Assignment of Developer's Rights. The Developer, at its sole discretion, may assign some or all of its rights to approve of the items set forth in this Article 3 to the Committee.

3.33 Approval By Committee. In the event the Committee does not affirmatively approve or reject any matter that must be submitted to it for approval within thirty (30) days after all necessary information has been delivered in writing, then such approval shall be deemed granted. No such time limit shall apply to the Developer when acting as the Committee. The Committee may condition any such approval upon the Owner reimbursing the Committee for the actual, reasonable costs incurred by the Committee for architectural or engineering services which were required to review any proposal.

3.34 General Standards. In exercising any authority under Article 3 of this Declaration, the Committee shall act in accordance with the following standards:

- (a) to assure the most appropriate development and improvement of the Property;
- (b) to protect each Owner of a Lot against improper uses by other Lot Owners;
- (c) to preserve the beauty of the Property;
- (d) to guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) to encourage and secure the erection of attractive, adequately sized homes, which are attractive, and conform and harmonize in external design with other structures within the Property, and which are properly located upon the Lot in accordance with its topography and finished grade elevation; and
- (f) to provide for high quality improvements which will protect the investments of purchasers of Lots.

3.35 Limitation on Liability. The Developer and the 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, site, grading or landscaping plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.36 Parade of Homes. While the Developer retains ownership of any Lots within the Property, the Developer reserves the right to submit some or all its Lots as a site for the Parade of Homes of the Madison Area Builders Association. In the event some or all of the Lots are selected as a site for the Parade of Homes by the Madison Area Builders Association, this Declaration of Covenants, Restrictions and Conditions shall, as to the Lots enrolled in the Parade of Homes, for the limited period of time commencing 48 hours prior to the commencement of the Parade of Homes and ending 48 hours after the conclusion of said Parade of Homes, be deemed temporarily altered and modified, to the extent necessary, to permit the Madison Area Builders Association to hold its Parade of Homes in the Property, pursuant to the then current Parade of Homes Rules and Developer's Checklist of the Madison Area Builders Association. All purchasers of Lots within the Property, and their successors and assigns, shall take title subject to this specific reservation by the Developer and shall waive all rights to object to violations of this Declaration by Developer, the Madison Area Builders Association, or any of the builders or participants in such Parade of Homes during the period of such Parade(s) as set forth above. The Town must review and approve plans relating to parking and traffic prior to the site hosting the Parade of Homes.

3.37 Wells. Any well located on a Lot shall be set back at least 20 feet from each property line of the Lot or within a building envelope. During construction of a well, the Owner and the Owner's contractor shall not discharge any drilling mud or cuttings into any roadside ditch or other improved drainageway. If any such discharge occurs, the Owner at

the Owner's sole expense shall promptly restore the roadside ditch or the improved drainageway to its original condition. There shall be no wells installed on any Outlot.

3.38 Park Fees. As part of the Plat approval, the Developer has paid park fees equaling \$2,255 per Lot. At closing of the purchase of each Lot from Developer, the buyer shall reimburse the Developer the amount of \$2,255 for the park fees paid by Developer. This is an addition to all amounts and costs that are the responsibility of any buyer.

#### **ARTICLE 4 HOMEOWNERS ASSOCIATION**

##### **4.1 Association Member and Board of Directors.**

(a) *Members.* The Owner of Lots within the Plat of Tumbledown Farm, Town of Middleton, Dane County, Wisconsin, as defined in Sec. 2.8 hereof, excluding the Outlots, shall be a member of the Association. Each such platted Lot shall have one (1) vote only in the affairs of the Association. Where more than one person holds an Ownership interest in any Lot, all persons holding such interest shall be members, but such Lot shall have only one (1) vote. The consent or agreement of a majority of the Owners of any such Lot shall be deemed to be the consent or agreement of the Owner of any such Lot.

The members shall have such rights as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin. Ownership of a Lot will signify the acceptance and ratification of the Association's Bylaws by the Owner(s) of a Lot. Each prospective purchaser of a Lot is strongly urged to request and review a copy of the most up to date Bylaws prior to purchasing a Lot.

(b) *Developer Control.* Notwithstanding anything contained in this Declaration to the contrary, the Developer shall totally govern the affairs of the Association until the Developer has sold all of the Lots, and has no ownership interest in the Property. The Developer shall turn over control of the Association to the Lot Owners at the earlier of: (i) the conveyance of all of its ownership interest in the Lots; or (ii) thirty (30) days after the Developer's election to waive its right of control.

(c) *Board of Directors.* Subject to Section 4.1(b), the affairs of the Association shall be managed by the Board. The affairs of the Association shall be managed by the Board. The Board shall be selected in the manner, and shall have such duties, powers and responsibilities as are set forth herein, in the Articles and Bylaws of the Association, as amended from time-to-time, and as may be provided by the laws of the State of Wisconsin, subject to the rights of Developer as set forth in such instruments. The Bylaws of the Association shall provide that in the event that Developer and its successor as developer, if any, no longer owns any interest in any Lots within the Property, then Developer shall transfer control of the Association to the Owners of the Lots within the Property, who shall proceed to elect the Directors.

#### 4.2 Common Areas / Outlots; Private Driveway Easement.

(a) *Acquisition of Common Areas / Outlots.* The Association may take title from time-to-time to real property within the Property or outside of the Property for the purpose of providing common areas for the use and benefit of the members. Except as to the Public Trails, which are maintained by the Town, the Association shall have the right to exclusive management and control of all such common areas and all improvements thereon. Nothing under this Section 4.2(a) shall limit the Town's rights to enforce stormwater management requirements or any other requirements set forth under this Declaration. The Developer shall have the right to convey the Outlots to the Association. At such time as the Outlots are conveyed to the Association, the Outlots shall be considered common areas. The Developer shall maintain the Outlots in a good, clean, attractive and sanitary condition, order and repair, and make such improvements and perform such maintenance until such time as the Outlots are conveyed to the Association.

(b) *Obligations of Association As to Common Areas and Landscaping for Islands Located on the Loop on Ox Trail Way and the Shared Driveway loop for Lots 6-8.*

(i) The Association shall have the duty to maintain common areas in good, clean, attractive and sanitary condition, order and repair, and to make such improvements and perform such maintenance as shall further the interests of the members.

(ii) The Association shall have the duty to install, improve and maintain the landscaping within the islands created by the "loop" located on Ox Trail Way and the loop located on the Shared Driveway Loop (defined below). If the Association fails to adequately maintain the island located on Ox Trail Way, the Town shall have the right to perform the maintenance and assess the costs of such maintenance to the Association. This island has been approved for lawn type grasses only at this time. However, the landscaping may contain grass, shrubs, boulders and trees if plans for same are subsequently approved by the Town. Maintenance shall include mowing the grass as necessary to keep it shorter than six (6) inches and trimming any approved trees and shrubs as needed.

(iii) The Association is hereby granted an easement for the maintenance, repair, and replacement of the shared driveway loop (the "Shared Driveway Loop") that provides access for Lots 6-8 to and from Tumbledown Trail. The Association shall be responsible for the maintenance, repair, and replacement, including, without limitation, snow removal for the Shared Driveway Loop to ensure the safety and proper use of the Shared Driveway. The costs incurred relating to the Shared Driveway Loop under this provision shall be Association Expenses.

(c) *Easement of Enjoyment.* Subject to the provisions of this Declaration, all common areas shall be held by the Association for the benefit of the members. Each of said members shall have an equal, undivided right to use and enjoyment of such common areas, subject to the right of the Association to establish reasonable rules for the use of such common areas.

(d) *Public Stormwater Easements.* Lots 2, 10, 11, 14, 15, 16, 17, 34, 35, 37, 38, 40 and 41 and Outlots 1, 2, 4 and 6 are subject to stormwater easements as shown on the Plat. The Association shall be responsible for the proper maintenance of the stormwater easements. If the Association fails to properly maintain the stormwater easements, then the Town, after providing thirty (30) days' written notice to the Association, may complete the necessary work to maintain the stormwater easements and assess such costs to the Lot Owners. Public Stormwater Easements shall include drainage swales, stormwater culverts, pipes and stormwater management facilities and other elements of the stormwater management plan.

(e) *Drainage of Lot 13.* When developed, Lot 13 must be graded such that all runoff in the back of the Lot (from 38' east of Right-of-way line to east property line) be directed to the bioretention facility in Lots 14 & 15. From Right-of-way line to 38' east of Right-of-way line, lot may be graded to drain to the Superior Oak Drive roadside swale. During the building permit process, the building inspector, with the assistance of the Town engineer, will review the home grading plans to make sure all runoff from the developed home site, except for the front 38 feet, is directed to the bioretention basin as required.

(f) *Lowest Opening In The Foundation or Structure.* The minimum low openings for the following Lots are (Based on NAVD 88 datum):

Lots 1,2	1069.6
Lot 3,4	1075.5
Lot 10,11	1076.9
Lots 13,14,15	1099.1
Lot 16	1103.4
Lot 17	1097.0
Lot 34	1159.9
Lot 35	1152.3
Lots 37, 38	1148.9
Lots 40, 41	1137.5

#### 4.3 Assessments.

(a) *Creation of Lien and Personal Obligation of Assessments.* The Developer hereby covenants, and each Owner of any Lot within the Property, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all assessments in the amount and

manner hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot (but not any Outlot) against which each such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due and payable.

(b) *Creation of Assessments.* Assessments shall be determined, established and collected, in the following manner:

(i) *Budget.* In December of each year starting in December 2018, the Board shall determine a budget for the ensuing calendar year, which shall include the costs to be incurred by the Association in connection with the maintenance, improvement and operation of common areas, payment of taxes and insurance, and other costs connected therewith, including a reasonable reserve for depreciation and any financial assistance to be provided to the Design Review Committee under Section 3.3 above (the "Association Expenses"). Such budget shall be approved by a vote of two-thirds (2/3) of the Board on or before the last day of December each year.

(ii) *Limitation on Assessments.* The maximum annual assessment which may be authorized under this Article shall be \$350 for each Lot until such time as the actual, annual Association Expenses exceed \$4,100 on an annual basis. At such time that the Association Expenses exceed \$4,100, then the Association may increase its assessments; provided, however, that the annual assessment may never be greater than twenty-five percent (25%) more than estimated Association Expenses for the ensuing calendar year. Any amounts collected that exceed the Association Expenses shall either be held in a reserve account or returned equally to each Lot Owner. All assessments shall be apportioned equally among the Lots within the Property. No assessment shall be made to any Lots owned by Developer until such time as such Lot is either conveyed to a third party by Developer or a building permit is issued for such Lot by the Town, whichever comes first.

(iii) *Declaration of Assessments.* The Board shall declare assessments so levied due and payable thirty (30) days from the date of such levy, except for assessments made pursuant to the last sentence of subsection (b)(ii) above, which assessments shall be due and payable from the Lot owner on a prorated basis from the date the Lot is conveyed to a third party by the Developer or the date a building permit is issued for such Lot by the Town, whichever comes first, through December 31 of the applicable year.. The Board shall notify each Owner of the action taken by the Board, the amount of the assessment against the Lot owned by such Owner and the date such assessment becomes due and payable. Such notice shall be mailed to the Owner at the last known post office address by United States mail, with postage prepaid, or be personally delivered to the Owner.

(iv) *Collection of Assessments.* In the event any assessment levied against any Lot remains unpaid for a period of sixty (60) days from the date of the levy, the Board may, in its discretion, file a claim for a maintenance lien against the Lot for which payment is not made, and upon compliance with the provisions of Section 779.70, Wisconsin Statutes, or other applicable authority, such claim shall be and become a lien against such Lot. The claim shall thereafter accrue interest at the rate of interest payable upon legal judgments in the State of Wisconsin, and the Board may exercise such remedies to collect such claim as may be afforded by law. The Owner of the subject Lot shall be responsible for all costs of collection incurred by the Association in connection therewith. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of any common areas or abandonment of his / her / its Lot.

(c) *Joint and Several Liability of Grantor and Grantee.* Upon a voluntary conveyance, the grantee of a Lot shall be jointly and severally liable with the grantor for all unpaid assessments as provided in this Article up to the time of the conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessments and any such grantee shall not be liable for, nor shall the Lot conveyed be subject to a lien for, any unpaid assessment against the grantor pursuant to this Article in excess of the amount therein set forth. If the Association does not provide such a statement within ten (10) business days after the grantee's request, it is barred from claiming any lien which is not filed prior to the request for assessments owed by the grantor.

(d) *Right of Town.* If the Association fails to maintain any or all Outlots, landscaped islands on Ox Trail Way and Tumbledown Trail, or the stormwater facilities in the manner required by this Declaration or any ordinance of the Town, the Town shall have the right to give the Association written notice of default. The Association shall have thirty (30) days after the giving of the written notice in which to cure the default or, if the default cannot be cured within the thirty (30) days, to cure the default within a reasonable time, provided that the Association promptly commences and diligently pursues cure of the default. If the Association does not timely cure the default, the Town shall have the right to (i) assume maintenance of non-compliant Outlot(s), landscaped islands and/or stormwater facilities and assess, on an equal basis, the cost of such maintenance to each Lot, (ii) exercise any right under applicable law to seek involuntary dissolution of the Association, or (iii) exercise both of the preceding remedies. Any assessments so made by the Town shall constitute a lien against each Lot and shall be included in the tax bill for each Lot. The Town shall not be subject to any limits on assessments which may be imposed upon the Association in the Association's bylaws. These remedies of the Town shall be in addition to all other rights and remedies available to the Town under applicable law. **ALL OWNERS OF AFFECTED LOTS HEREBY WAIVE NOTICE AND PROTEST OF**



**ANY TAX, ASSESSMENT OR SPECIAL CHARGES LEVIED BY THE TOWN AGAINST SUCH LOTS PURSUANT TO THIS DECLARATION.**

**ARTICLE 5  
MISCELLANEOUS**

5.1. Term. The terms, conditions, covenants and restrictions of this Declaration shall run with the land and shall be binding upon and inure to the benefit of all persons having an interest in the Property for a period of thirty (30) years after the Plat is recorded, after which time Article 3, and Article 4 of this Declaration shall automatically stand renewed for successive five (5) year periods unless the same are canceled as provided in Section 5.3. The Town’s rights under the following sections of this Declaration shall not expire at any time unless the Town consents to such expiration in writing, which consent shall be recorded:

3.2(g)	3.7	3.13	3.14	3.19	3.24
3.25	3.26	3.27	3.28	3.29	3.31
3.36	3.37	4.2	4.3	5.1	5.2
5.3	5.4	5.5	5.6	5.7	5.8

5.2 Enforcement. If any person, or its heirs, successors or assigns, shall violate or attempt to violate any of the covenants and restrictions contained in this Declaration, the Developer, the Committee or any Lot Owner, and, in the case of any section that specifically benefits the Town, the Town 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 actual 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 Town shall not be required to take any action hereunder. The sections that specifically benefit the Town are:

3.2(g)	3.7	3.13	3.14	3.19	3.24
3.25	3.26	3.27	3.28	3.29	3.31
3.36	3.37	4.2	4.3	5.1	5.2
5.3	5.4	5.5	5.6	5.7	5.8

5.3 Amendment. The Declaration in part or in whole 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 the Developer, or if the Developer’s rights under this Declaration have been assigned to or assumed by the Committee or the Association, then by an instrument in writing signed by the Owners of a majority of the Lots subject to this Declaration. The Outlots shall not be included in determining the majority of Lots. No cancellation, release, amendment, or waiver shall affect any rights in the following sections of this Declaration benefitting the Town without the written consent of the Town, which consent shall be recorded:

3.2(g)	3.7	3.13	3.14	3.19	3.24
3.25	3.26	3.27	3.28	3.29	3.31
3.36	3.37	4.2	4.3	5.1	5.2
5.3	5.4	5.5	5.6	5.7	5.8

5.4 Private Trail. The Developer will construct a private walking trail (“*Private Trail*”) on Outlots 1 and 2 as shown on the Plat, which will connect to the Public Trail. The Association shall be responsible for maintenance of the Private Trail. Unless otherwise closed by the Association, the Private Trail will be open to the public, and will include signage notifying the public that it may use the Private Trail.

5.5 Driveway Restriction. Driveway locations for Lots 30 and 37 are restricted to the entrance one-half portion of the loop. Driveway locations for Lots 10 and 16 are restricted to Superior Oak Drive.

5.6 Tree Removal. The two trees that exist within the right-of-way of the Tumbledown Trail cul-de-sac must be removed by the Developer within thirty (30) days after receiving notice by the Town.

**5.7 NOTICE: RESURFACING OF TUMBLEDOWN TRAIL. THE TOWN PLANS TO RESURFACE TUMBLEDOWN TRAIL WITHIN THREE YEARS, WHICH MAY INCLUDE THE WIDENING OF THE PAVEMENT AND/OR SHOULDERS, RE-PROFILING THE STREET AND IMPROVING THE DITCHES. THE PLANNED WORK MAY IMPACT THE DRIVEWAYS AND DITCHES FOR LOTS ALREADY SOLD AND IMPROVED PRIOR TO THE RESURFACING. LOT OWNERS WILL BE RESPONSIBLE FOR THE COST TO RECONSTRUCT THEIR DRIVEWAYS AT THE TIME TUMBLEDOWN TRAIL IS RECONSTRUCTED.**

**5.8 NOTICE REGARDING FALLEN OAK DRIVE AND WELCOME DRIVE. FALLEN OAK DRIVE IS A TEMPORARY DEAD-END. AS PART OF THE FUTURE DEVELOPMENT, FALLEN OAK DRIVE SHALL BE EXTENDED TO THE SOUTH. WELCOME DRIVE IS A TEMPORARY DEAD-END. AS PART OF A FUTURE DEVELOPMENT, WELCOME DRIVE SHALL BE EXTENDED TO THE SOUTH.**

5.9 Severability. 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, and the provision so invalidated shall be deemed reformed to the extent possible to cure any such defect.

5.10. Recitals. The Recitals are incorporated into and made a part of this Declaration.

**[THE REMAINING PORTION OF THIS PAGE IS PURPOSEFULLY LEFT BLANK]**

**EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned Developer declares that the Property be owned, held and occupied subject to this the covenants, conditions, restrictions and easements set forth in this Declaration, and has executed this instrument on February 22<sup>nd</sup> 2018.

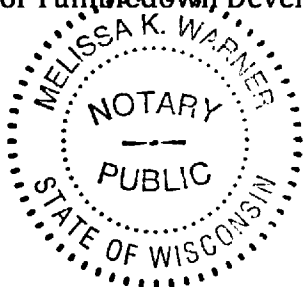
**TUMBLEDOWN DEVELOPMENT, INC.**

By: John A. Pray  
John A. Pray, Secretary

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

This instrument was acknowledged before me on this February 22<sup>nd</sup>, 2018, by John A. Pray, Secretary of Tumbledown Development, Inc.



Melissa K. Warner  
Melissa K. Warner  
Notary Public, State of Wisconsin  
My commission is permanent.

**CONSENT OF MORTGAGEE**

State Bank of Cross Plains, a Wisconsin banking corporation, consents to and subordinates its mortgage interest to this instrument with respect to any lands within the plat of Tumbledown Farm, Town of Middleton, Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this February 22<sup>nd</sup>, 2018.

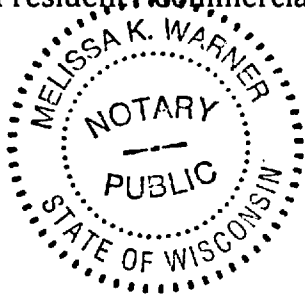
**STATE BANK OF CROSS PLAINS**

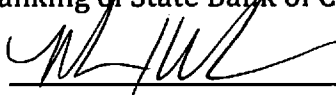
By:   
George Ohlendorf, Vice President - Commercial Banking

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

This instrument was acknowledged before me on this February 22<sup>nd</sup>, 2018 by George Ohlendorf, Vice President, Commercial Banking of State Bank of Cross Plains.



  
Melissa K. Warner  
Notary Public, State of Wisconsin  
My commission is permanent

**CONSENT OF LAND CONTRACT VENDOR**

The Pray Family Limited Partnership consents to and subordinates its vendor's interest to this instrument with respect to any lands within the plat of Tumbledown Farm, Town of Middleton, Dane County, Wisconsin, which are part of the Property described in the Declaration.

Dated this February 22, 2018.

**PRAY FAMILY LIMITED PARTNERSHIP**

By: John A. Pray  
John A. Pray, General Partner

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF DANE         )

This instrument was acknowledged before me on this February 22<sup>nd</sup>, 2018 by John A. Pray, the General Partner of the Pray Family Limited Partnership.



Melissa K. Warner  
Melissa K. Warner  
Notary Public, State of Wisconsin  
My commission expires is permanent.

**EXHIBIT A**

Attached Plat of Tumbledown Farm

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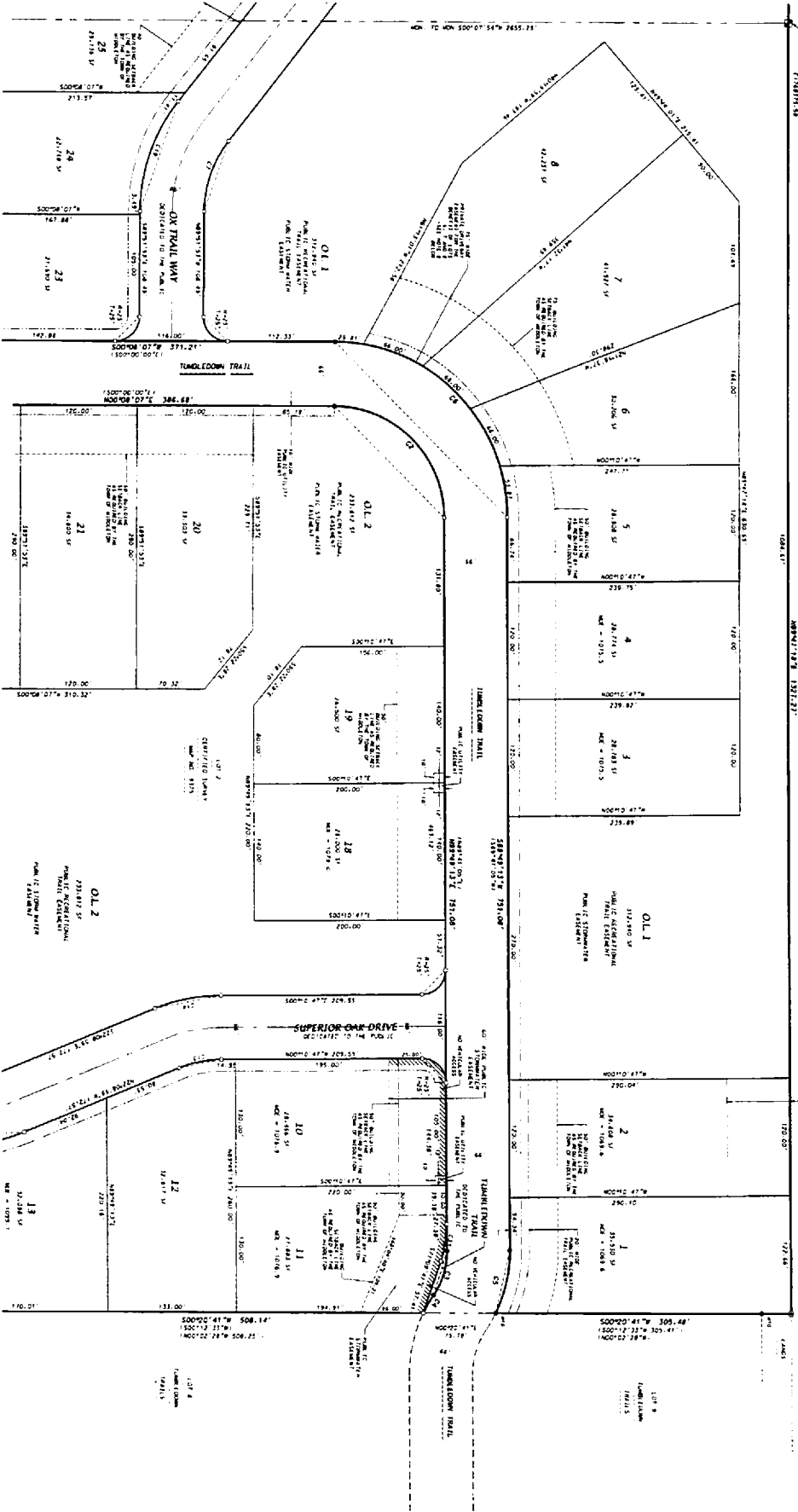
There is no obligation to buy and sell...  
M. J. ...  
M. J. ...

# TUMBLEDDOWN FARM

PART OF LOT 1 AND LOTS 2 AND 3, CERTIFIED SURVEY MAP NO. 9915  
LOCATED IN THE PARTS OF SECTION 29, AND IN THE NE 1/4 OF SECTION 30  
ALL IN T7N, R8E, TOWN OF MIDDLETON, PINE COUNTY, WISCONSIN

Viewers are advised to ignore illegible text on this map. It is presented to show spatial relationships only.  
Authorized by:  
**Tumbledown Development, Inc.**

Doc# 5386618  
APPROVED FOR RECORDATION  
MAY 16 2017  
REC'D  
COUNTY CLERK  
PINE COUNTY, WISCONSIN



**CONDITIONS, RESTRICTIONS AND RESERVATIONS:**  
7/30/2016  
7/31/2017

1. Refer to the survey map information shown on the above survey map.
2. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.
3. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.
4. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.
5. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.
6. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.
7. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.
8. The owner of the land shown on this map warrants that the land is free of all liens, mortgages, and other encumbrances.

SCALE  
1" = 100'  
1" = 200'

LEGEND  
● 1/4" = 100' (LINES)  
○ 1/4" = 100' (CIRCLES)  
○ 1/4" = 100' (SQUARES)  
○ 1/4" = 100' (TRIANGLES)  
○ 1/4" = 100' (DIAMONDS)

DATE: 7/31/2017  
DRAWN BY: [Name]  
CHECKED BY: [Name]

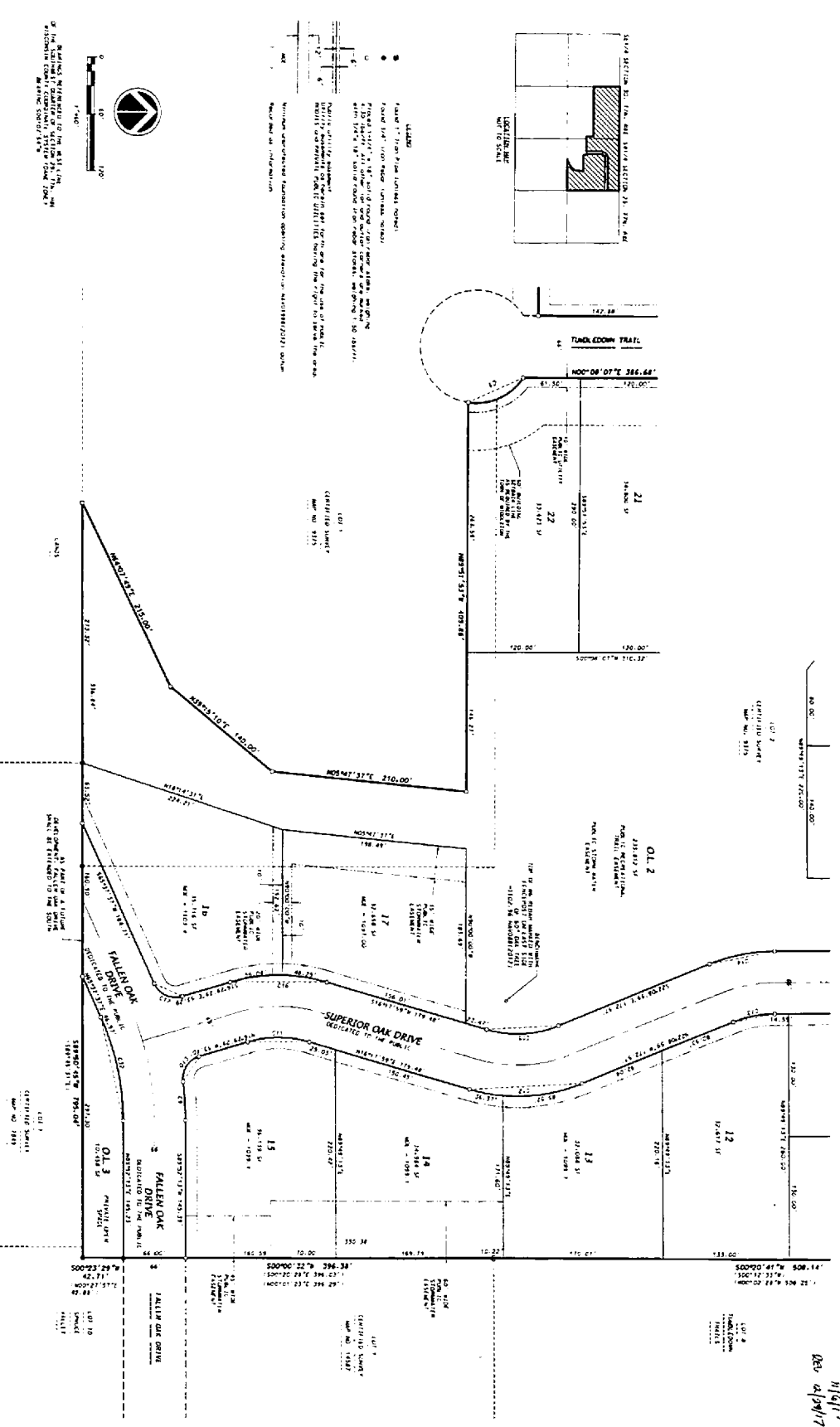
SHEET 1 OF 3

There is no objection to this plat being recorded in the Public Records of the State of Wisconsin, subject to the approval of the Register of Deeds, Department of Agriculture.

*Mark J. D'Amico*  
 May 18, 2017  
 Department of Agriculture

# TUMBLEDOWN FARM

PART OF LOT 1 AND LOTS 2 AND 3, CERTIFIED SURVEY MAP NO. 9925  
 LOCATED IN THE NW1/4 OF SECTION 36, T12N, R12W, S42E  
 ALL IN T27N, E26E, TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN



RECORDED  
 MAY 18 2017  
 11/617  
 2017

**CONRAD GORTER AND ASSOCIATES, INC.**  
 7139 Sherman Way, Madison, WI 53717  
 Phone: 608.833.7350 Fax: 608.833.1089  
 WWW.CONRADGORTER.COM

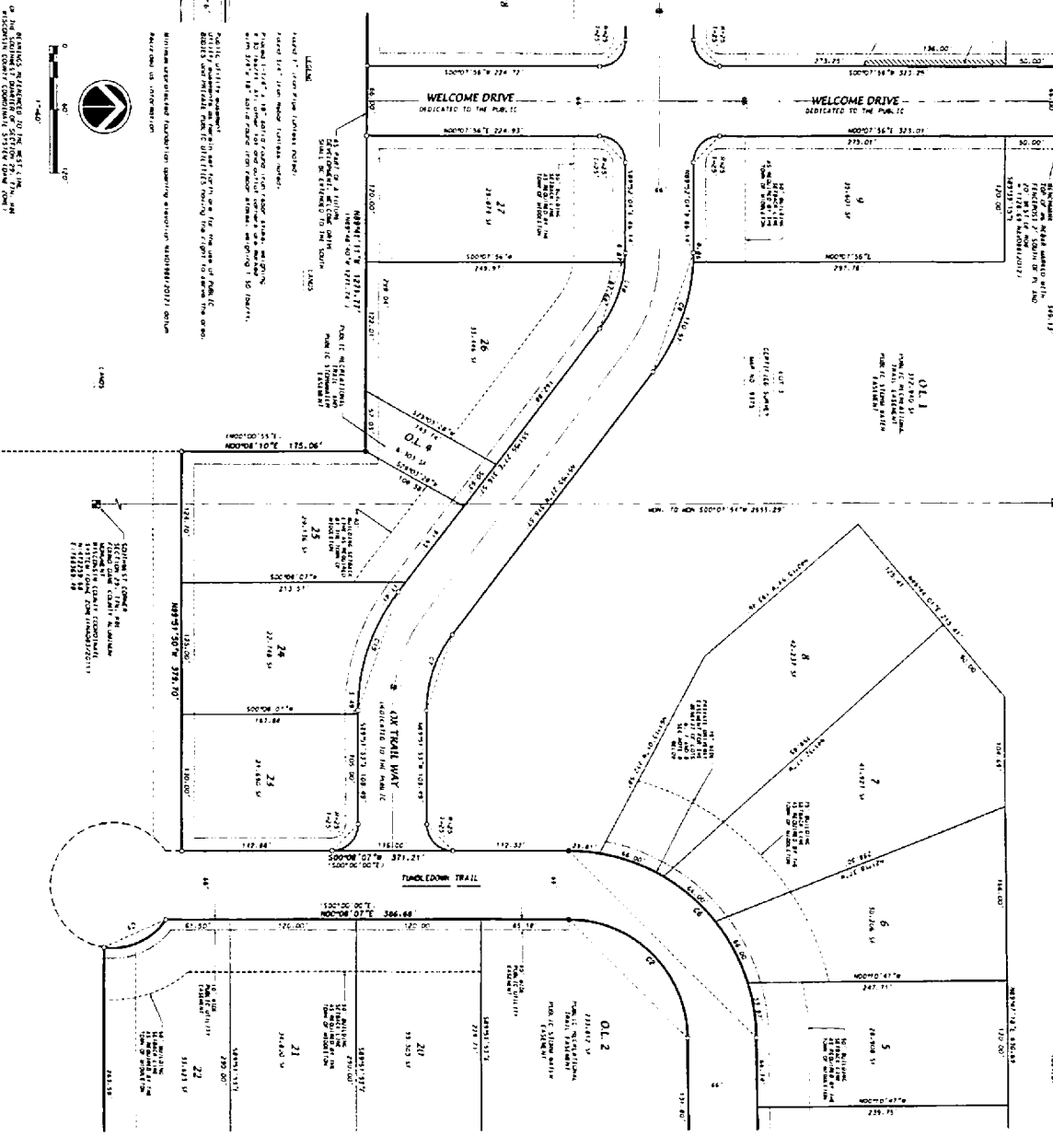
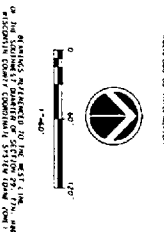
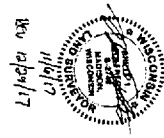


There are no objections to this plan as reported to the Board of Supervisors on 5/18/17.  
 Approved: *Michael J. Pappas*  
 Mayor, Town of Middleton  
 Date: 5/18/17

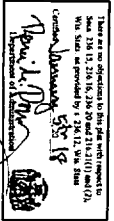
# TUMBLEDDOWN FARM

PART OF LOT 1 AND LOTS 2 AND 3, CERTIFIED SURVEY MAP NO. 3973  
 LOCATED IN THE PART 1/4 OF SECTION 25, AND IN THE PART 1/4 OF THE SE 1/4 OF SECTION 30,  
 ALL IN T7N, R6E, TOWN OF MIDDLETON, DANE COUNTY, WISCONSIN

Lot	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)	Area (sq. ft.)
1	46,000	46,000	46,000	46,000	46,000
2	14,841	14,841	14,841	14,841	14,841
3	61,911	61,911	61,911	61,911	61,911
4	147,911	147,911	147,911	147,911	147,911
5	147,911	147,911	147,911	147,911	147,911
6	147,911	147,911	147,911	147,911	147,911
7	147,911	147,911	147,911	147,911	147,911
8	147,911	147,911	147,911	147,911	147,911
9	147,911	147,911	147,911	147,911	147,911
10	147,911	147,911	147,911	147,911	147,911
11	147,911	147,911	147,911	147,911	147,911
12	147,911	147,911	147,911	147,911	147,911
13	147,911	147,911	147,911	147,911	147,911
14	147,911	147,911	147,911	147,911	147,911
15	147,911	147,911	147,911	147,911	147,911
16	147,911	147,911	147,911	147,911	147,911
17	147,911	147,911	147,911	147,911	147,911
18	147,911	147,911	147,911	147,911	147,911
19	147,911	147,911	147,911	147,911	147,911
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21	147,911	147,911	147,911	147,911	147,911
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26	147,911	147,911	147,911	147,911	147,911
27	147,911	147,911	147,911	147,911	147,911
28	147,911	147,911	147,911	147,911	147,911
29	147,911	147,911	147,911	147,911	147,911
30	147,911	147,911	147,911	147,911	147,911
31	147,911	147,911	147,911	147,911	147,911
32	147,911	147,911	147,911	147,911	147,911



DIVISION OF PUBLIC WORKS AND ASSOCIATES, INC.  
 7300 Wisconsin Ave., Suite 200, Wauwatosa, WI 53226  
 Phone: (414) 774-1100  
 Fax: (414) 774-1101  
 WWW.PUBLICWORKSANDASSOCIATES.COM

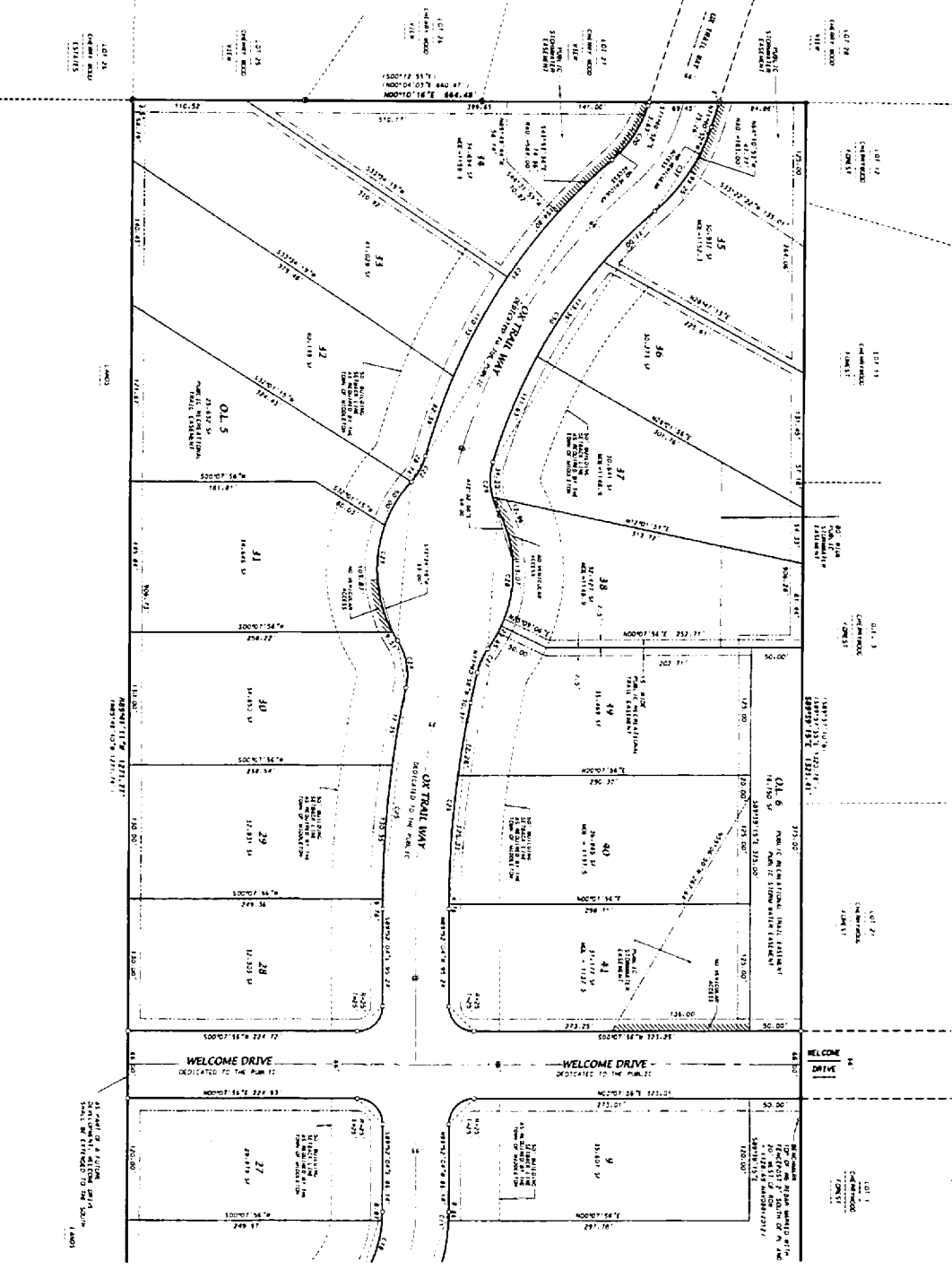


# TUMBLEDDOWN FARM

PART OF LOT 1 AND LOTS 2 AND 3, CERTIFIED SURVEY MAP NO. 9375  
 LOCATED IN THE NW 1/4 OF SECTION 29, AND IN THE NE 1/4 OF SECTION 30  
 ALL IN T7N, R8E, TOWNSHIP OF MIDDLETON, DANE COUNTY, WISCONSIN

LEASING

- Lot 27 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 28 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 29 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 30 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 31 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 32 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 33 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 34 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 35 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 36 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 37 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 38 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 39 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 40 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 41 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 42 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 43 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 44 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 45 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 46 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 47 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 48 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 49 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 50 - 1/2 AC (300,000 sq ft) (leasehold)
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- Lot 63 - 1/2 AC (300,000 sq ft) (leasehold)
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- Lot 81 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 82 - 1/2 AC (300,000 sq ft) (leasehold)
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- Lot 86 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 87 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 88 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 89 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 90 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 91 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 92 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 93 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 94 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 95 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 96 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 97 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 98 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 99 - 1/2 AC (300,000 sq ft) (leasehold)
- Lot 100 - 1/2 AC (300,000 sq ft) (leasehold)



11/10/17  
 DON J. PAPP  
 DANE COUNTY, WISCONSIN  
 LICENSE NO. 189

DESIGNED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 11/10/17

These are the affidavits to be filed with respect to Book 2863, 2864, 2865, 2866 and 2867 of the Official Record of Deeds for Dane County, Wisconsin, and the Official Record of Deeds for the City of Madison, Wisconsin.

*Robert A. Brey*  
 Notary Public  
 State of Wisconsin

**TUMBLEDDOWN FARM**  
 PART OF LOT 1 AND LOTS 2 AND 3, CERTIFIED SURVEY MAP NO. 3973  
 LOCATED IN THE NW 1/4 OF THE SW 1/4 OF SECTION 29, AND IN THE NE 1/4 OF SECTION 30  
 ALL IN T7N, R6E, TOWN OF MADISON, DANE COUNTY, WISCONSIN

**SECTION 1, CERTIFICATE**

I, Brent J. Stephenson, Professional Land Surveyor, State of Wisconsin, do hereby certify that in full compliance with the provisions of Chapter 235 of the Wisconsin State Statutes and the Subdivision Regulations of the Department of Natural Resources, I have surveyed and laid out the land described in the plat of the Tumbledown Farm, Wisconsin, and under the direction of the owner listed below. I have surveyed, divided and subdivided the land surveyed as is described as follows:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:



*Brent J. Stephenson*  
 Brent J. Stephenson, Professional Land Surveyor, State of Wisconsin

**OWNER'S DECLARATION**

I, Land Development, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby declare that the land described in the plat of the Tumbledown Farm, Wisconsin, and under the direction of the owner listed below, is the land described in this plat to be surveyed, divided and subdivided as is described in this plat. I have surveyed, divided and subdivided the land surveyed as is described as follows:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:

*John A. Brey*  
 John A. Brey, Vice President

*John A. Brey*  
 John A. Brey, Vice President

STATE OF WISCONSIN  
 COUNTY OF DANE  
 I, *John A. Brey*, Vice President of Land Development, Inc., do hereby declare that the land described in this plat to be surveyed, divided and subdivided as is described in this plat. I have surveyed, divided and subdivided the land surveyed as is described as follows:

By commission expires 12-13-2020  
 Notary Public  
 State of Wisconsin

**DANE COUNTY ZONING AND LAND REGULATION COMMITTEE**

This plat known as "Tumbledown Farm" is hereby approved by the Dane County Zoning and Land Regulation Committee this 29th day of January, 2018.

*Michael J. Hellyer*  
 Michael J. Hellyer, Dane County Zoning and Land Regulation Committee

**LOCAL GOVERNMENT**

I, David D. Shaw, being the duly constituted, authorized, and acting Mayor of the Town of Madison, Wisconsin, do hereby declare that the land described in the plat of the Tumbledown Farm, Wisconsin, and under the direction of the owner listed below, is the land described in this plat to be surveyed, divided and subdivided as is described in this plat. I have surveyed, divided and subdivided the land surveyed as is described as follows:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:

*David D. Shaw*  
 David D. Shaw, Mayor of Madison, Wisconsin

**TOWN OF MADISON, WISCONSIN'S DECLARATION**

I, David D. Shaw, being the duly constituted, authorized, and acting Mayor of the Town of Madison, Wisconsin, do hereby declare that the land described in the plat of the Tumbledown Farm, Wisconsin, and under the direction of the owner listed below, is the land described in this plat to be surveyed, divided and subdivided as is described in this plat. I have surveyed, divided and subdivided the land surveyed as is described as follows:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:

*David D. Shaw*  
 David D. Shaw, Mayor of Madison, Wisconsin

**COUNTY RECORDERS' DECLARATION**

I, Kristine R. Nien-Cheung, being the duly constituted, authorized, and acting Recorder of the County of Dane, Wisconsin, do hereby declare that the land described in the plat of the Tumbledown Farm, Wisconsin, and under the direction of the owner listed below, is the land described in this plat to be surveyed, divided and subdivided as is described in this plat. I have surveyed, divided and subdivided the land surveyed as is described as follows:

Part of Lot 1 and Lots 2 and 3, Certified Survey Map No. 3973, recorded in volume 31 of Certified Survey Maps of Dane County, Wisconsin, and the portion of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NW 1/4 of the SW 1/4 of Section 29, T7N, R6E, Town of Madison, Dane County, Wisconsin, and the portion of the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, in the NE 1/4 of Section 30, T7N, R6E, Town of Madison, Dane County, Wisconsin, containing the following:

*Kristine R. Nien-Cheung*  
 Kristine R. Nien-Cheung, Recorder of Dane County, Wisconsin

RECORDED IN REC'D CERTIFICATE  
 RECEIVED FOR RECORDING THIS 29th day of January, 2018 at  
2:02 P.M. and recorded in volume 60-0388 of files on Record 132-491  
5386618

*Kristine R. Nien-Cheung*  
 Kristine R. Nien-Cheung, Recorder of Dane County, Wisconsin

DONOR'S OFFICE AND ASSOCIATES, INC.  
 710 Wisconsin Ave., Madison, WI 53703  
 Phone: 608.332.2700 Fax: 608.332.1120  
 WWW.DONORSOFFICEANDASSOCIATES.COM

## **EXHIBIT B**

### **STORMWATER MANAGEMENT MEASURES**

#### **Wet Detention Basin**

- Embankments shall be kept clear of woody vegetation and provide access to perform the operation and maintenance activities.
- Prohibit excavation below the original design depth unless geotechnical analysis is completed in accordance with WDNR Conservation Practice Technical Standard Wet Detention Basin (1001).
- The Owner shall visually inspect the detention basin, outfalls and outlet structure annually.
- The detention basin shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- No structures of any kind are permitted within the detention basin area, without prior written approval of the Town of Middleton.
- Siltation in the basin, as identified by a topographic survey, shall be dredged and disposed offsite in accordance with NR 528. Dredging shall be as required by the Town of Middleton.
- The Owner shall maintain records of inspections and survey data.

#### **Infiltration Basin**

- Infiltration Basin shall be designed, installed and maintained in accordance with WDNR Conservation Practice Standard #1003 Infiltration Basin.
- The Owner shall visually inspect the infiltration basin, outfalls and outlet structure annually.
- The infiltration basin shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. All undesirable vegetation and volunteer tree growth shall be removed, including close proximity to any outfall and the outlet structure.
- No structures of any kind are permitted within the infiltration basin area, without prior written approval of the Town of Middleton.
- A topographic survey of the infiltration basin shall be taken once every three (3) years. The survey shall be of sufficient detail so as to insure maintenance of basin and outlet structure design and integrity of outfall structures. Survey data shall be sealed by a registered land surveyor and submitted to Town of Middleton for review.
- Siltation in the basin, as identified by the topographic survey, shall be dredged and disposed offsite in accordance with NR 528. Dredging shall be as required by the Town of Middleton.
- Maintenance shall be required when system shows standing water beyond 72 hours of rain event.

- The Owner shall maintain records of inspections, mowings, and survey data, all in accordance with the Town of Middleton, Dane County & State of Wisconsin ordinances.

#### Bioretention Basins

- Bioretention basins shall be designed, installed and maintained in accordance with WDNR Conservation Practice Standard #1004 Bioretention.
- Visual Inspection of the Bioretention Basin shall be performed, at a minimum, annually.
- Maintenance shall be required when system shows standing water beyond 24 hours of rain event. Cleaning shall consist of removal of sediment, two (2) foot undercut, undercut replacement with material consisting of 15-30% compost and 70-85% sand and restoration in-kind.
- Restoration of plant material shall be with native plugs or seed mixture tolerant of fluctuating water conditions. If a seed mixture is used, steps shall be taken to assure vegetation establishes.

#### Drainage Swales

- Drainage swales shall be designed, installed and maintained in accordance with WDNR Conservation Practice Standard #1005 Vegetative Swales.
- Drainage swales within Outlots shall be visually inspected at least annually. The inspection shall include checking for erosion and tree growth in the swales. Problems identified by the inspections shall be repaired as soon as practicable.
- Areas of Outlots outside of stormwater basins shall be left in a natural state. They shall be mowed a minimum of twice per year. Mowing shall maintain a minimum grass height of 6 to 8 inches. Areas of sparse vegetation shall be reseeded. Additional fertilizer shall be applied as needed, per the results of a soils test.