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**REGISTER OF DEEDS
COLUMBIA COUNTY**

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LISA KRINTZ

REGISTER OF DEEDS

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**POINT GARDENS
COVENANTS, CONDITIONS AND
RESTRICTIONS**

Return to:

Atty. Gregory J. Paradise
Mohs Widder Paradise LLC
20 N. Carroll Street
Madison, WI 53703

See Exhibit "A"
(Parcel Identification Numbers)

These Covenants, Conditions and Restrictions (the "**Declaration**") are made this 7 day of August, 2023 by Poynette Lands, LLC, a Wisconsin Limited Liability Company (hereinafter referred to as the "**Declarant**") and/or its successors and assigns.

WHEREAS, Declarant is the owner of certain real property located in the Village of Poynette, Columbia County, Wisconsin (the "**Village**"), platted as Point Gardens (the "**Plat**" or the "**Development**"); and

WHEREAS, Declarant desires to subject the Development to the covenants, restrictions, easements, charges and liens hereinafter set forth, which are for the benefit of the Development and each owner of any part thereof; and

WHEREAS, Declarant intends to form a non-profit, non-stock Corporation to be known as the Point Garden Homeowners Association, Inc., organized under the laws of the State of Wisconsin (the "**Association**"); and

WHEREAS, Declarant intends to develop the Development in phases, and to subject each such phase to the terms hereof by amendment to this Declaration as such phase is developed, Phase 1 being legally described in Exhibit "A", attached hereto and incorporated herein by reference.

NOW, THEREFORE, the Declarant declares that the real property described herein, and such subsequent phases as Declarant makes subject to this Declaration, will and shall be sold, transferred and conveyed subject to the easements, covenants, restrictions, assessments, charges and liens hereinafter set forth.

PART A
ASSOCIATION MATTERS

1) Definitions.

A) "Association" shall mean and refer to the Point Garden Homeowners Association, Inc., and its successors and assigns.

B) "Common Property" includes all those areas located in the Development which are not contained within a Lot and which are intended for common use or are necessary or convenient to the existence, maintenance or safety of the Development. Common Property may also include any additions thereto designated by the Declarant or the Association in any subsequent amendment to this Declaration, and all improvements located on said property, which are intended to be devoted to the common use and enjoyment of members, Owners and Occupants. Common Property shall further include all access ways, plantings, landscaping islands or boulevards, which the Village of Poynette (the "**Village**") is not obligated to maintain, including but not limited to the path and greenspace in Outlot 2 and various improvements to be constructed in Outlot 1 per a separate instrument. Declarant may, by subsequent amendment or easement, designate parts of certain private lands within the Development as Common Property, rendering the Association responsible for maintenance thereof, without subjecting the same to the ownership provisions contained in Section A-3(D), below. The Common Property shall also include those certain improvements in Outlots 1 and 2 which are described in Section B(2), below.

C) "Declarant" shall mean and refer to Poynette Lands, LLC, a Wisconsin Limited Liability Company, and/or its successors and assigns.

D) "Lot" shall mean and refer to an individual single or multi-family lot in Point Gardens as described and depicted in Exhibit "A" created by the Plat.

E) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any of the properties located in the Subdivision, as that term is defined below. A purchaser of any of said Properties by land contract shall be referred to as "Owner" instead of the land contract vendor.

F) "Occupant" shall mean and refer to the occupant of any of the Properties who shall either be an Owner or a lessee who holds a written lease having an initial term of twelve months or more.

G) "Outlot" shall mean a parcel of land shown and labelled on the Plat as an Outlot.

H) "Plat" shall mean the Plat of Point Gardens, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

I) "Subdivision" shall refer to the lands described in Exhibit "A" plus all phases made subject to this Declaration in the future. The term "Subdivision" is synonymous with the term "Development" and "Plat".

J) "Village" shall mean the Village of Poynette, Columbia County, Wisconsin.

2) **Membership and Voting Rights.**

A) **Members.** Declarant has incorporated or will incorporate the Association. Each Owner of a Lot shall automatically become a member of the Association (individually a "Member" or collectively the "Members"). By acceptance of the deed or other instrument of conveyance, the Owner(s) of each Lot consent to such Owner's membership in the Association whether or not specified on the deed to the Owner. Membership in the Association is appurtenant to each Lot. Each Owner of a Lot shall automatically be entitled to the benefits and subject to the burdens relating to such membership in the Association. The Association shall have authority to manage the Common Property. Persons or entities, including a land contract vendor, who hold an interest merely as security for the performance of an obligation, shall not be Members. Tenants of the Subdivision who are not Owners shall not be members of the Association. The rights, duties and obligations of the Members are specified in this Declaration and in the By-Laws of the Association.

B) **Articles of Incorporation and By-Laws.** The purposes and powers of the Association and the rights and obligations with respect to the Members shall be governed by the Articles of Incorporation and By-Laws of the Association; provided, however, that such Articles of Incorporation and By-Laws shall be subject to, and shall not contravene, the terms, conditions, benefits and burdens set forth in this Declaration.

C) **Calculation of Assessments.** Declarant shall not be responsible for General Assessments, as that term is defined below, on Declarant owned Lots. Declarant shall be responsible for paying to the Association the amount by which the General Assessments collected by the Association are less than the amount necessary to pay for all actual Common Area Expenses actually incurred by the Association for the budget year in question until such time as Declarant owns 5% or less of the lots in the Subdivision or control of the Association is turned over to the Owners, whichever occurs first.

Notwithstanding the foregoing or anything else set forth herein the initial General Assessment for the Development shall be equal to the following:

Single Family	\$200.00 / year
Multi Family	\$ 50.00/year per Dwelling Unit

Adjustments to the amount of the General Assessment shall be made by the Declarant or the Association, as the case may be, based on the actual costs of Common Expenses which are estimated to be incurred in any budget year as if all phases of the Subdivision were completed at such time, divided by the total number of Dwelling Units in all phases of the Subdivision calculated by adding one (1) Dwelling Unit per single family home and .25 Dwelling Units per multi-family home. The term "Dwelling Unit" shall mean a single family house or an individual apartment unit intended for human habitation. Each single family house shall be deemed one Dwelling Unit. Each individual apartment unit shall be deemed .25 Dwelling Units.

3) **Description.**

A) **Association Management.** The Association may retain a professional property management company with the experience necessary to perform the duties of the Association (the "Management Company").

B) General Fund. As used herein, the term "**Surplus**" shall mean the amount by which General Assessments collected by the Association to pay for common expenses relating to the Property exceed the common expenses for the fiscal year in question. The Association shall deposit and hold any Surplus in the Association's operating account. The Surplus, in the discretion of the Association, may be applied to future Association expenses as they become due, but there shall be no obligation on the Association's part to return the Surplus to lot owners.

C) Ownership.

1) At the time of purchase, legal title to a percentage interest in the Common Property shall be deemed conveyed with each lot to an Owner, whether or not specified on the deed to the Owner. Legal title to the percentage interest in the Common Property shall be deemed conveyed with any subsequent conveyance of a Lot whether or not specifically stated.

2) The Common Property shall be controlled by the Declarant until such time as the Declarant turns over control of the Association to the Lot Owners at which time it shall be controlled by the Association. Any Common Property titled in the name of Declarant shall on or before such date be conveyed to the Association. The Association shall be responsible for the payment of any and all present and future general taxes, assessments or other charges against any portion of the Common Property owned by the Association.

D) Damage or Destruction of Common Property by Owner. In the event any Common Property is damaged or destroyed by an Owner or any of the Owner's guests, lessees, tenants, licensees, agents or member(s) of the Owner's family, including pets, said Owner does hereby irrevocably authorize the Association to repair said damage. The Association shall repair and restore any damaged area to its former condition. The cost of said repair shall become a Special Assessment, as that term is defined below, upon the Property of said Owner.

4) Maintenance of Common Property

A) Maintenance Requirements.

1) The Association shall provide for the care, operation, management, maintenance and repair of the Common Property and shall keep the Common Property maintained in good and safe condition.

2) Any and all expenses incurred by the Declarant, the Association or by any Management Company, on behalf of and pursuant to its contract with the Association, in connection with the operation, management, maintenance and repair of the Common Property and administration of the Association shall be deemed to be common expenses ("**Common Expenses**"). If the Association shall fail to maintain the Common Property the Village may, in its sole discretion, elect to do so and specially assess or specially charge the cost of such maintenance to Lot Owners in the Subdivision..

B) Assessments.

1) The Association shall levy annual general assessments ("**General Assessments**") against each Lot beginning January 1 of every year for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against each Lot shall be assessed as specified herein. General Assessments shall be due in advance on the first day of each year, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due

shall bear annual interest at a rate of ten percent (10%) until paid and, together with interest, collection costs, and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

2) The Association may, whenever necessary or appropriate, levy special assessments ("Special Assessments") against the Lots for deficiencies in the case of destruction or condemnation, for defraying the cost of improvements to the Common Property or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Subdivision. In addition, the Association shall have the authority to levy Special Assessments against one or more of the Lots, but less than all, in cases where the Association incurs expenses that are attributable to the act or failure to act by one or more Lot Owners in violation of this Declaration, the Articles of Incorporation, By-laws or rules of the Association in effect from time to time. Special Assessments may also be imposed by the Association for failure to pay any Fines levied against an Owner pursuant to the provisions of this Declaration. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear annual interest at a rate of ten percent (10%) until paid and, together with the interest, collection costs and reasonable attorneys' fees, shall constitute a lien on the Lot on which it is assessed.

3) The Association shall have the right to collect all General and Special Assessments and such sums shall constitute a lien on the Lot or Lots against which the Assessment is made. The Owner of a Lot, or any portion thereof, shall be personally obligated to pay such charges which were assessed or accrued upon the land owned during the period of ownership. The Association may commence an action against any Owner personally obligated to pay the charges or to foreclose the lien for such charge against any Lots. Any such foreclosure action may be brought at the Association's election, either in the same manner as an action to foreclose a real estate mortgage, or as a proceeding to enforce a statutory maintenance lien as provided in Section 779.70, Wis. Stats., to the extent said Section is applicable. Any lien in favor of the Association securing unpaid charges arising by virtue of this Declaration shall be subject and subordinate to the lien of any mortgage whether the mortgage is executed or recorded prior to or after the creation of such lien.

D) **Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Property shall not release the assessment lien. However, the sale or transfer of any Property pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment(s) as to payments which become due prior to such sale or transfer. No sale or transfer pursuant to foreclosure or proceedings in lieu thereof shall relieve such Property from liability from any assessments thereafter becoming due or from the lien thereof.

E) **Joint and Several Liabilities of Grantor and Grantee.** Upon a voluntary conveyance, the grantee of a Property shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor as provided in this Declaration up to the time of conveyance, without prejudice to the grantee's right to recover from the grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Association setting forth the amount of such unpaid assessment and any such grantee shall not be liable for, nor shall the Property conveyed be subject to a lien for, any unpaid assessments against the grantor pursuant to this Declaration in excess of the amount therein set forth.

PART B

CONDITIONS, COVENANTS AND RESTRICTIONS

1) **Applicability.** The following provisions in this Part B shall apply to all Lots described in Exhibit "A" and such other Lots as may, in the future, be subjected to this Declaration, as the same may be amended from time to time, by Declarant in the sole exercise of Declarant's discretion. Uses, other than the uses set forth in this Part B, shall not be permitted on the Lots or Outlots (except the Outlots owned by the Village may be used for any public purpose), as applicable, without the prior written approval of the Declarant and Committee (defined below), as appropriate. After Declarant control of the Association has terminated, approval from the Association and the Committee shall be required.

2) **Land Use And Building Type.** Only the following designated uses for Lots shall be permitted:

- a) Outlot 1 is dedicated to the Village for stormwater management and detention purposes. A portion of Outlot 1 which adjoins Park Street a part of which is identified on the Plat as the "Signage, Fencing, Sculpture, Landscaping and Maintenance Easement" will be subject to an easement from the Village of Poynette to Declarant and recorded with the Columbia County Register of Deeds for the purpose of constructing, maintaining, repairing and replacing a fence, landscaping, entrance sign and sculpture garden. The cost of maintenance to the easement area and the amenities constructed therein shall be a Common Area Expense.
- b) There is to be located in Outlot 2 a paved path and landscaping which the Association will be obligated to maintain as a Common Area.
- c) By a separate document recorded with the Columbia County Register of Deeds, Declarant granted a public access easement adjacent to the south boundary of Lots 1-3 to the Village to allow for public pedestrian and bike access. This access easement shall be maintained by the Village.
- d) The Plat shows the streets, alleys and rights of ways which are to be dedicated as permanent public streets and which shall be improved in accordance with agreements entered into between the Declarant and the Village.
- e) Lots 1 through 3 are approved for multifamily use. By acceptance of a deed to any Lot, each Owner acknowledges that it has been informed of the proposed use of such Lots, that being multifamily, and agrees that it shall not object to such use in the future.

3) **Architectural Control.** No building shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by a majority of the Architectural Control Committee (the "**Committee**") as to compliance with this Declaration and such other matters, including but not limited to, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

4) **Vehicle and/or Equipment Storage.** No unlicensed inoperable, dilapidated or junk vehicles of any nature may be kept upon any Lot except in a fully enclosed garage. The exterior storage of boats, trailers, travel trailers, campers, motorcycles, recreational vehicles, automobiles or trucks, portable moving and storage containers, mini storage or on-site storage containers (collectively, without

limitation by reason of enumeration “**Equipment**”), of any nature is prohibited whether or not screened from public view. Parking of commercial or service vehicles owned or operated by residents within the Subdivision is prohibited unless such vehicles are kept in garages. Parking or storage of boats, travel trailers, mobile homes, campers, snowmobiles, all-terrain vehicles, and other recreational vehicles within the Property is prohibited unless kept inside garages. Parking of more than three (3) vehicles in the driveway or on the street within the Subdivision, by the residents or owners of any Lot, shall be prohibited, except for vehicles of guests, invitees or contractors of the residents or owners of such Lot. This section shall not prohibit the temporary parking of any vehicles otherwise prohibited, if such parking is for the sole purpose of loading or unloading such vehicles at the Lot at which parked, for a period not to exceed forty-eight (48) hours. No cars, other vehicles or Equipment shall be parked on lawns, yards or ditch areas at any time.

5) **Temporary Construction Easement.** Each Lot which has been made subject to this Declaration (for the purposes of this paragraph each Lot described herein shall be referred to as the “**Primary Lot**”) is hereby made subject to a temporary, non-exclusive easement over, under, upon, across and through so much of the side yards of the Primary Lot as may be necessary for the safe and code compliant construction of a basement, including but not limited to footings, foundation and basement walls, on the adjoining Lot (the “**Adjoining Lot**”). The purpose of this Temporary Construction Easement is to permit Declarant or the Owner of the Adjoining Lot to adequately slope and provide lateral support to the walls of the basement excavation in question so as to protect against cave-ins and loss of lateral support, and it shall be broadly construed to effectuate such purpose. This Temporary Construction Easement shall remain in effect for so long as it is needed to permit construction of the basement on the Adjoining Lot in a safe and code compliant manner. After completion, Declarant shall backfill the excavated area, compact such backfill in accordance with good construction practices, and restore the area affected by this easement to the condition existing immediately preceding the excavation, including replacement of sod, trees, shrubs and other landscaping, at no expense to the Owner of the Adjoining Lot (collectively “**Restoration**”). This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration.” This Temporary Construction Easement shall, without further notice, terminate upon completion of said Restoration.

6) **Multi-User Mailbox Easement.** Based on requirements of the United States Postal Service, this neighborhood will receive mail by using CBU’s (cluster box units) instead of curb side mailboxes on newly constructed homesites. These new requirements will phase out curb side mailboxes nationwide solely at the Postal Service’s discretion. Certain Lots will feature CBU’s and will be determined by phase as constructed. CBU maintenance, replacement and snow removal shall be the responsibility of the Association.

7) **Slope and Swale Areas.** Any disputes relating to drainage swales, drainage or other surface water issues, may be resolved by the Owners or by the Board of Directors of the Association, which may seek the advice of the Village Engineer of the Village. The Association shall establish procedures by which such decisions can be heard and decided by the Committee.

8) **Temporary Structures.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

9) **Animals.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept subject to paragraph (19), below, provided that they are not kept, bred or maintained for any commercial purpose. No animal enclosure, house, pen or fences or similar device shall be placed on any Lot without the prior written approval of the Committee which may require special landscaping and screening.

10) **Garbage and Refuse Disposal.** No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. No incinerators shall be permitted. Other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No trash, building materials, debris, leaves, lawn clippings, rocks or earth shall be placed in any Outlot.

11) **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 30" and 72" above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

12) **Improvements Within Easements.** Any improvements (for example, fences, dog kennels, landscaping) located within any part of a Lot which is subject to a utility easement is subject to removal at the Owner's expense for utility maintenance and other reasons as determined by the party benefitted by the easement. Reinstallation of any improvement would be at the Owner's cost and would also be subject to the discretion of the party benefitted by the easement and is subject to terms and conditions as set forth on the final plat.

13) **Approval of Builders.** For each building erected or placed on any Lot subject to this Declaration, the prime contractor or builder to be hired 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 contractor's or builder's financial status, business history and prospects, building reputation or any other reason which would be similarly relied upon by a reasonably prudent businessman then developing a neighborhood of quality single family residences.

14) **Future Alterations.**

(12) **General Provisions.** No alteration in the exterior appearance of existing buildings, including but not limited to, exterior remodeling and the construction of patios, decks, and swimming pools, shall be made without the prior written approval of the Committee.

(b) **Fire or Casualty.** If all or any portion of a residence or other improvement within a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof to rebuild, repair, or reconstruct such residence or other improvement in a manner which will restore it to an appearance and condition which fully conforms with the requirements of this Declaration. Reconstruction shall be undertaken no later than six (6) months after the damage

occurs and shall be completed within twelve (12) months after the damage occurs. Plans and specifications for rebuilding must be submitted to the Committee and approved in writing prior to rebuilding as if initial construction. If a residence or other improvement is damaged to such an extent that it is impractical to rebuild, repair or reconstruct, the Owner may demolish the same provided that the Lot is left in a neat and aesthetically pleasing condition which meets all other requirements of these covenants, restrictions, and conditions. Said demolition, if elected, shall be completed no later than six (6) months after the damage occurs.

15) **Existing Vegetation.** The existing vegetation of each Lot subject to this Declaration, including trees of a diameter of 1.5 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 Committee may require the replanting or replacement of same, the cost thereof to be borne by the Owner.

16) **Certification.** At such time as the construction of the residence on any Lot is completed, the Owner of such Lot shall obtain from a registered land surveyor a certification that the minimum basement floor elevation of such residence conforms to the approved plans and that the finished grade elevations on such Lot conform to the approved elevations.

17) **Grading.** The elevation of a Lot shall not be changed so as to materially affect the surface elevation or grade of the surrounding Lots. A copy of all site, grading and landscaping plans shall be kept by the Committee for the benefit of other purchasers in planning their individual elevations. Violations of the approved site, grading or landscaping plans shall give either 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.

18) **Buildings Constructed Elsewhere.** No building previously erected elsewhere may be moved onto any Lot subject to this Declaration, except new prefabricated construction which has been approved by the Committee, in their discretion.

19) **Pets.** No more than three (3) domestic animals (of which no more than two (2) may be dogs) may be kept on any Lot subject to this Declaration. All animals must be housed within the principal structure and no external kennels shall be allowed. Commercial animal boarding, kenneling or treatment is expressly prohibited, whether for free or not, within the Property. No person may keep a dog within the Property whose barking creates a nuisance to neighbors. No animal having vicious propensities shall be kept or maintained either inside or outside the principal dwelling.

20) **Accessory Buildings and Structures; Utilities.** Accessory buildings or structures, including, but not limited to, storage sheds and detached garages, are expressly prohibited within the Property, except for storage buildings associated with outdoor, in-ground swimming pools, which must be expressly approved by the Committee. All swimming pools, whether above or in ground, are prohibited, except for in-ground pools that are expressly approved by the Committee. This prohibition shall not apply to temporary toddler pools with sidewalls not exceeding two (2) feet in height. Outdoor storage buildings that functionally relate to a garden, with sitting, design and materials approved by the Committee, but in no instance in the front or side yards and at a minimum three feet from any property line and five feet from any alley right of way, will be permitted with approval of the Committee. All permanent utilities, including without limitation, natural gas, electric, cable and telephone, shall be underground, except for customary ground-mounted pedestals and transformer boxes for local service.

Poles, wires, or other above ground utility service distribution facilities may be temporarily installed during the construction or repair of the underground utility cables and facilities. Where reasonably possible, all utility meters and boxes located on the exterior of a residence shall be concealed from view from the public street.

21) No Other Structures Used as Residence. No trailer, basement, tent, shack, garage, barn, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

22) Fences and Dishes.

(a) No fence or enclosure may be constructed on any Lot, except decorative or ornamental landscape fencing and in-ground swimming pool fencing, which shall be approved by the Committee in advance of installation in the sole judgment and discretion of the Committee. Decorative fencing is permitted, inclusive of front yard (or side yard abutting any street, trail, common area or greenway) fencing at a maximum height of 44 inches. Fence height in rear yards may not exceed 60 inches on the rear Lot line. No fence may be more than 80% opaque. Any fencing shall be placed no closer than one (1) foot from a property line. Except to the extent preempted by federal law, no satellite signal receiving station or dish may be placed on any Lot, . The dishes shall be placed on the Lot so as to make it as non-visible as reasonably possible from any abutting public street. Placement of the dish shall be approved in writing by the Committee prior to installation, unless preempted by federal law. Exterior lighting on any Lot shall be of such focus and intensity so that the residents of adjacent Lots shall not be disturbed.

(b) Other Limitations. Except to the extent preempted by federal or state law, no exterior antennas, satellite dishes, solar panels, windmills or, walls or fences of any kind shall be permitted within the Property unless approved in writing in advance by the Committee, including approval of the location, material, height and color thereof.

23) Offensive Activities. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood, including but not limited to, loud or unreasonable noise. No open burning or burning barrels shall be allowed on any Lot. Trash containers must be stored in or behind garages and may be placed at the driveway or street only on days of trash collection. No hunting shall be allowed within the Property. Screened composting facilities may be maintained only with the approval of the Committee. No clotheslines or clothes drying apparatus shall be permanently installed on any Lot outside of any building. All garage doors shall be closed when the garage is not being actively used.

24) Grade Changes. The Owner of any Lot subject to this Declaration shall not change the elevation of any utility easement in excess of six (6) inches without the permission of all of the applicable utilities and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

25) Signs. No signs of any type shall be displayed to public view on any Lot 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, and (c) monument signs at the plat entrance(s) identifying the plat.

26) Zoning Compliance. All buildings constructed on any Lots subject to this Declaration shall conform to all governmental zoning requirements and all setback requirements imposed by Village ordinance. The Committee, shall have the right to change the setback requirements for new construction

within the Property from time-to-time, in their sole discretion, but such requirements shall never be less than the then applicable governmental zoning requirements or local ordinances

27) **Stormwater Management Facilities.** Stormwater management facilities, swales, drainage ways and similar improvements have been constructed in accordance with plans approved by the Village and any changes thereto require Village approval. Notwithstanding anything in this Declaration to the contrary, no Owner of any Lot shall re-grade or obstruct any swale, drainage way, drainage ditches or stormwater detention area, whether established by easement or not, which is in existence at the time of development on such Lot, so as to impede the flow of surface water across such swale, ditches or drainage way, or interfere with the proper functioning of any such swale, ditches, drainage way or stormwater detention area, and no structure, planting or other materials shall be placed or permitted to remain within any such swale, ditches, drainage way or stormwater detention area.

PART C **ARCHITECTURAL CONTROL COMMITTEE**

1) **Membership.** Declarant shall establish an Architectural Control Committee (the “Committee”) consisting of three (3) members. So long as Declarant has title to any Lot subject to this Declaration, the Committee shall be appointed by Declarant. After Declarant no longer has title to any Lot within the Development or at such earlier time as determined by the Declarant, the initial members of the Committee shall resign and the Association shall elect between three (3) and five (5) Owners to serve on the Committee. At any time, Declarant may elect to surrender the selection of the members of the Committee to the Association.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

The Committee appointed hereunder shall serve for the time period specified in paragraph 10, below. Any Committee member may resign prior to said date. Such resignation shall be effective upon receipt by the Declarant, during the period of Declarant control, or by the remaining members of the Committee, after the period of Declarant control has ended. If a resignation shall occur, prior to turning over control of the Committee, then the Declarant may appoint a replacement.

2) **Architectural Control.** No structure, whether residence, accessory building, tennis or sport court, swimming pool, decks, patios, antenna (whether located on a structure or on a Lot), flag pole, wall, fence, landscaping, recreational equipment or other improvements, including exterior colors and materials to be applied to said improvements, shall be constructed, maintained or performed upon any Lot and no alteration or repainting of the exterior of a structure shall be made unless complete plans, specification and plot plans therefore shall have been submitted to and approved in writing by a majority of the Committee. Approval shall also be required for location of improvements with respect to topography and finish grade elevation. Said Application, plans, specifications and plot plans shall show the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the plans for required landscaping, and the grading plan. A copy of such plans, specifications and plot plans as finally approved shall be deposited with the Committee. Notwithstanding anything in this Declaration to the contrary, the Committee has no authority over any structure or public improvement installed or constructed by, or on behalf of, the Village.

3) **Plan Review.** The Committee shall review said application, plans and specifications as to quality of workmanship and materials, harmony of external design with existing or proposed structures and as to location with respect to topography and finish grade elevation. The Committee shall use the guidelines set forth in this Declaration as an aid in exercising its architectural control responsibilities hereunder, but nothing contained herein or therein shall limit the Committee's discretion to grant variances from or make changes to, the guidelines imposed by this Declaration, as they shall determine in the sole exercise of their discretion.

4) **Procedure.**

A) Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant for the initial approval of a residential structure. Thereafter, said Committee may charge a "request for action" or "approval" fee not to exceed Fifty and no/100 Dollars (\$50.00) for each such request or approval. The Committee's approval or disapproval, as required in these Covenants, shall be in writing. In the event the Committee fails to provide, in writing, approval or disapproval within forty-five (45) days after application, plans and specifications or any other matters requiring approval have been submitted to it, the request shall be deemed approved.

B) A submission will not be complete, and the forty-five (45)-day approval time, as applicable, set forth above shall not commence until all documents required herein have been submitted. All such submissions shall be made to the Committee at the address set forth in this Declaration or to such other address that the Committee may designate.

C) The Committee shall have the sole right to reject any Application and plans which, in the judgment and sole opinion of a majority of its members are not in conformity with this Declaration; or are not desirable for aesthetic reasons; or are not in harmony with buildings located on the surrounding Lots; or are not in conformity with the general purposes of this Declaration.

D) The Committee shall exercise its sole approval authority and discretion in good faith and each Owner, by acceptance of a deed to, or any other interest in, a Lot, agrees to hold the Committee harmless from any perceived discrepancies in the Committee's good-faith performance of its duties. Refusal of approval of plans by the Committee may be based on any grounds, including purely aesthetic grounds, which in the sole discretion of the Committee shall be deemed sufficient.

E) The Committee may set its own operating procedures consistent with this Declaration and any limitations hereafter imposed by the Association. The costs of operating the Committee shall be assessed by the Association as Common Property expenses, except as permitted below. The Committee may engage consultants (e.g., architects, engineers or attorneys) either on a general or on a case-by-case basis, and the costs thereof may be charged to an applicant. The members of the Committee shall not draw any compensation for serving thereon but may be reimbursed for expenses incurred in performing their duties. All funds relating to the Committee shall be handled by the Association.

5) **Separate Village Approval.** Matters which require approval of the Committee may also require separate approval of the Village pursuant to applicable Village regulations and ordinances. Obtaining approval from the Committee and the Village is solely the responsibility of the Owner desiring approval. Approval of Plans by the Committee shall not be deemed approval by the Village and approval by the Village shall not be deemed approval by the Committee. Notwithstanding anything in this Declaration to the contrary, the Village's review and approval of this Declaration shall not be deemed an approval for purposes of Village regulations or ordinances and shall not be deemed a waiver of the Village's right to enforce any regulation or ordinance.

6) **Records.** Until such time as a replacement Committee is designated, all plans, applications and requests shall be submitted to said Committee at the following address:

Point Garden Homes, Inc.
c/o Torque Companies
301 West. Beltline Highway
Suite 105
Madison, WI 53713

7) **Committee Liability.** Neither the Committee nor any member thereof shall be liable for damages to any person submitting a request for approval or to any Owner of any Lot by reason of any action, failure to act, approval, disapproval or failure to approve or disapprove with regard to such requests. The Committee is not responsible for ensuring that the application and plans submitted by an Owner are in compliance with applicable laws, rules, regulations, ordinances or customary and typical building practices. The Committee does not review plans for structural design.

8) **Indemnification.** Each member or former member of the Committee, together with the personal representatives and heirs of each such person, shall be indemnified by the Association against all loss, costs, damages and expenses, including reasonable attorney's fees, asserted against, incurred by or imposed in connection with or resulting from any claim, action, suit or proceeding, including criminal proceedings, to which such person is made or threatened to be made a party by reason of service as a member thereof, except as to matters resulting in a final determination of gross negligence or willful misconduct on the part of such member. In the event of settlement of such proceeding, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of such person as a member in the matter involved. This right of indemnification shall be in addition to all other rights and defenses. All liabilities, losses, damages, costs and expenses incurred or suffered by the Association in connection with this indemnification shall be a Common Property expense. Nothing in this Section C-8 shall be deemed an indemnification of such person with respect to such person's status as an Owner, occupant or otherwise.

9) **Variance.** The Committee shall have the power and absolute discretion to authorize a variance from any of the requirements of this Declaration if it finds that the strict application thereof would, in its sole discretion and opinion, result in difficulties or undue hardship to the Lot owner or in the event the architecture of the proposed Lot improvement is such as to present, in its opinion, a particularly pleasing appearance compatible with other houses in the development. Notwithstanding anything in this Declaration the contrary, the Committee has no authority to grant a variance or waiver of any Village zoning or platting requirement or any item specified on the Plat.

10) **Successor to Committee.** Declarant may turn over control of the Committee to the Members of the Association at any time, and shall turn over control when Declarant no longer has any ownership interest in the Property. At such time as Declarant turns over Committee control, the Association's Board of Directors shall designate not less than three (3) or more than five (5) Members of the Association to serve and act as the Committee for all purposes hereunder.

11) **Right to Repurchase.** With respect to any Lot conveyed by land contract or deed from the Declarant, construction shall be commenced within one (1) year from the date of such land contract or deed. Upon violation of this restriction, the Declarant shall have the option, exercisable by written notice to the Lot Owner within ninety (90) days after the expiration of such one (1) year period, to have said Lot

conveyed to the Declarant or its assign, at the original sales price, free and clear of any liens and encumbrances created by the act or default of the Owner of such Lot, with taxes and installments of special assessments for the year in which the conveyance occurs being prorated as of the date of such conveyance. Developer may waive its rights under this section in writing, in its discretion.

PART D

DESIGN GUIDELINES

1) **General.** The color and materials used for all exterior walls of any building shall be approved by the Committee, including, but not limited to, the width, color and materials used for trim, soffits and fascia. The Committee may require that finished masonry be added to the exterior of any exposed foundation on any building within the Property. All chimneys and all exterior flues shall be enclosed using brick, stone, stucco, cedar or the dominant material on the elevation most visible with the chimney. Direct vent fireplaces shall be permitted but must be enclosed or screened. Fascia must be 10 inches minimum depth. Soffits may be wood or vinyl with appropriate detail. Roofing must be architectural-type textured fiberglass or asphalt shingles, wood shakes, tile, slate, standing beam or metal. Standard three-in-one shingles are not permitted. The color of the roofing material shall be approved by the Committee. The desired color schemes and exterior materials must be submitted with the building plans for approval by the Committee. All porch and deck posts shall be a minimum of 6" in width or diameter. Any changes in the exterior materials or colors or other elements of any approved plans shall be pre-approved by the Committee.

2) **Single Family Housing Variety Standards.** Except for Lots 31-36 within Phase 1 of the Development, Buyer may choose to construct a single-family home of Buyer's specifications subject, however, to the following conditions:

(a) Each home shall be a minimum of 1,400 square feet not including the basement or garage.

(b) Consistent with the setbacks, building height, and other bulk and dimensional standards established within the Specific Implementation Plat and approved by the Committee and the Village.

(c) Any garage door facing a street must be a minimum of twenty feet behind the street (or path if on path side of street), a minimum of six feet behind the main building wall of the home and may not occupy more than 50% of the front façade.

(d) The home must be architecturally compatible with the five architectural styles within the Phase 1 SIP, inclusive of Wrightian, Craftsman, Four Square, Minimal Traditional, Shed Style, and other regional vernacular in the determination of the Village Zoning Administrator.

(e) The primary color of the home must be different from the primary color of any existing or permitted house across the street and two houses on either side on the same side of the street. Beige and grey are generally discouraged. Owners are permitted to change home color subject to this restriction and any change must be approved by the Committee.

(f) Except for Lots 31 – 36 (see below) the same model house may not be built next to each other and the same primary siding color may not repeat more than once in any four

homes, nor be across the street from each other. Lots 31 – 36 are proposed to be all Modern Farmhouses. They are only permitted to be constructed with distinct, saturated colors (one home may have white as its primary siding color), 1.5-inch diameter trees, white picket fences in the front yard and they must be built by the Developer.

3) **Minimum Elevations.** Minimum Finished Grade Elevations. The finished grade elevation of each Lot shall be shown on all plans submitted to the Committee for approval. The Committee may reject any plans which do not clearly establish the finished grade elevation of the Lot on such plans, or which establish an elevation which is not appropriate given the groundwater levels in or near the Lot or other circumstances which indicate that such elevations are not prudent. The Lot shall conform to such approved plans when the residence is constructed thereon. The finished grade elevation of any Lot approved by the Committee may not thereafter be changed without the approval of the Committee.

4) **Building Limitations and Requirements**

(a) Use and Minimum Size Requirements. Except for Lots 1, 2 and 3, there shall be only one single-family residence constructed within each Lot which shall at all times be used for single-family residential purposes only. Nothing herein shall prohibit the Developer from continuing existing agricultural activities and uses within the Property until a Lot is developed. The following minimum floor area requirements shall apply to all residences erected within a Lot subject to this Declaration:

i. Single Story. No single story (ranch type) residence shall have less than 1,400 square feet of floor area on the main level.

ii. One and One-Half Stories. No one and one-half story residence shall have less than 1,400 square feet of floor area, with a minimum of 800 square feet of floor area on the main (first floor) level.

iii. Two or Two and One-Half Stories. No two or two and one-half story residence shall have less than 1,600 square feet of floor area, with a minimum of 800 square feet of floor area on the main (first floor) level.

iv. Height Limit. The height of a residence shall not exceed the maximum vertical dimension allowed by Village of Poynette Zoning Ordinance.

v. Waiver of Minimum Square Footage Requirement. The Committee may waive the minimum square footage requirements under (I), (II) and (III) above on a Lot-by-Lot basis, if the Committee believes that the overall architecture of the house satisfies the standards of section 3.01 hereof, but no such waiver shall be effective unless it is approved by the Village.

(b) Definitions. For the purposes of determining floor area, stair openings shall be included, but basements, regardless of whether finished in whole or part, open porches, screened porches, and attached garages shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.

(c) Setbacks. The Lots within the Property shall comply with the setback requirements under the Village of Poynette Zoning Ordinance. All plans submitted to the Committee for approval shall show the location of all principal and accessory buildings on any Lot and such plans shall conform to the setback restrictions in the Village of Poynette Zoning Ordinance. The Committee may reject any plans which are

submitted which show the location of any principal or accessory building on any Lots subject to this paragraph which are located within the prohibited area under such zoning ordinance.

5) Driveways and Garages.

(a) **Driveways.** All residences must have driveways and all driveways must be paved with concrete and/or blacktop. The location, composition and dimension of the driveway must be included as part of the plans and specifications submitted to the Committee, and must be approved in writing by the Committee. Driveways shall be located and constructed to minimize loss of desirable trees. The driveway shall be completed within eight (8) months of the issuance of the building permit. Maximum driveway opening at property line and curb line shall be per the Village of Poynette Zoning Ordinance.

(b) **Garages.** All residences must have garage space for at least one (1), but not more than four (4) (for 4-car garages, tandem stalls are encouraged), automobiles or other vehicles. Garages shall be directly attached or connected to the residence. Carports, which are defined as garages not enclosed on all four (4) sides, are prohibited. Side load garages are allowable and encouraged throughout the Property. All garage doors facing a street shall have doors with windows and a wood grain or other features to enhance the look of the door. Except for side loading garages, which shall not be limited by this sentence, the width of the garage facing a public street shall be limited to no more than 68% of the overall width of the front facade, unless one or more garage stalls is recessed behind the front facade by at least 5 feet.

6) 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 and be kept free from noxious weeds, except for areas in agricultural production by Developer. The Owner shall keep each Lot, and all improvements, 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. Homeowner must maintain presentable gardens on and off season. Flowers, vegetables, or herbs must be grown in gardens. No grass will be allowed to replace or be grown in designated garden areas. Lots shall be maintained throughout the life of the home (a homeowner may change the landscaping, but not reduce the minimum quantity of trees and shrubs provided with the home). Landscaping will maintain varieties of trees, shrubs, and flower gardens that are sustainable and create color throughout the seasons. All initial landscaping is subject to Committee approval. No trees will be allowed to shade adjacent neighbors garden.

The Owner's obligation under this section with respect to maintenance shall apply to the street terrace, ditch areas and any stormwater easements on or abutting the Owner's Lot, along with the entire Lot itself, but shall not include any public path or trail on or adjoining the Lot.

7) Time Deadlines. Construction of all buildings, including exterior finishes, shall be completed within nine (9) months after issuance of a building permit for the respective building, except that such time may be extended, in writing, by the Committee for good cause shown. 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. Landscaping (including grading, walkways, sodding, and seeding) shall be completed within ninety (90) days after substantial completion of the exterior construction of the residence, provided weather conditions so allow. If weather conditions do not allow, such time shall be extended until such time as weather conditions do allow.

8) Landscaping.

(a) **Plan Approval.** Grading and landscaping plans must be submitted to the Committee for approval prior to the start of construction. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade or water drainage to or from any adjacent Lot, ditch or storm water conveyance area.

(b) **Objectionable Trees.** No objectionable trees or shrubbery including, but not limited to, cottonwood, box elder, American elm, American ash trees, or other trees prohibited under the Village of Poynette subdivision ordinance, shall be planted on any Lot. The Owner shall remove dead or diseased trees from the Lot.

(c) **General Requirements.** The following landscaping requirements apply to all Lots within the Property:

i. All yards must be either sodded or seeded and fertilized, including street terraces.

ii. Landscape plantings and maintenance of the premises and adjoining street terrace shall be the responsibility of the Lot Owner. Complete visual screening of the front, rear and side boundaries of the premises is prohibited without approval of the Committee.

iii. All homes will focus on sustainable and green building practices. Homes will include an individual garden space underwritten by Burpee Seeds, a national leader in home gardening. In addition to the individual gardens, each home will include a minimum landscape package of one tree (min. 1.5 inch diameter) and 16 square feet of flower / shrub / ornamental grasses in a planting bed (homes on corner Lots will double this minimum package), with covenants requiring maintenance of the minimum quantities provided with the home (a homeowner may change the landscaping, but not reduce the minimum quantity provided with the home). Landscaping will include multiple varieties of trees, shrubs, and flower gardens that are sustainable and create color throughout the seasons.

PART E

GENERAL PROVISIONS

1) **Term.** This Declaration shall run with the Property and Common Property, and shall be binding on Declarant, the Association and all of its Members and/or its successors and assigns, and all persons claiming under them for a period of twenty-five (25) years from the date this Original Declaration was recorded, after which time said Declaration shall be extended automatically for successive periods of five (5) years each unless an instrument signed by a majority of the Members agreeing to change said Covenants in whole or in part or to terminate the same.

2) **Enforcement.** The Declarant (or either one of them if more than one) or the Association, or any Owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions and covenants created or imposed herein, against any person or persons violating or attempting to violate any covenant, by any action to either restrain violation or to recover damages, or both including reasonable attorney fees. The Architectural Control Committee may refer any violation which shall come to its attention to the Declarant or Association for action under the terms of this paragraph and this

Declaration. Failure to enforce any covenant, condition or restriction herein shall in no event be deemed a waiver of the right to do so thereafter. In the event of a violation of this Declaration the Association shall have the right to assess and collect from the violating party a fine (the “**Fine**”) for such violation equal to the greater of (i) the actual damages suffered on account of the violation, or (ii) the sum of \$100.00 per day for each day the violation remains outstanding plus (iii) all costs of collection and enforcement, including actual attorney fees. Any Fine imposed by the Association may be assessed against the Owner(s) by means of a Special Assessment against the Lot or Lots owned by the Owner in violation. In such event, the Association shall have all rights provided in Section A, paragraph 4(C)(3), above, regarding collection of Special Assessments and foreclosure of the lien thereof.

3) **Severability.** Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4) **Governing Law.** This Declaration shall be construed and enforced in accordance with the terms of the laws of the State of Wisconsin. The terms of this Declaration are not intended to replace or affect any applicable laws, ordinances, rules or regulations of the Village.

5) **Notices.**

A) Notices to Declarant shall be given to Declarant at the following address: c/o Point Garden Homes, Inc., c/o Torque Companies, 301 West Beltline Highway, Suite 105, Madison, WI 53713.

B) Notices to an Owner of any Lot within the Development shall be given in care of the street address of the Lot.

C) Any party may change its address by written notice given to the other parties. Party, its successors and/or assigns, may change said addresses by notice properly given hereunder.

6) **Amendment and Release.** At any time until Declarant conveys all of the Lots which comprise the entire Property, or turns control of the Association over to the Members, whichever occurs first, Declarant may modify, amend, alter and grant variances to this Declaration without the consent of any Member, Owner or Occupant, their Mortgagees or any other party, including the Association and its Board of Directors. These restrictions or any part thereof may be cancelled, released or amended in writing as to the entire Plat or any part thereof by the Declarant at any time until Declarant conveys all of the Lots or until the Declarant turns over control to the Committee, whichever comes first. After the Declarant has sold all of the Lots or otherwise released or assigned its right to enforce this Declaration, then this Declaration or any part thereof may be released, cancelled, amended or waived by an instrument approved and signed by a majority of the Members.

7) **No Waiver.** Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or any other provision of this Declaration.

8) **Number and Gender.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

9) **Including.** Whenever used herein, the term “including” preceding a list of one or more items shall indicate that the list contains examples of a general principle and is not intended as an exhaustive listing.

10) Captions. The captions and article and section headings in this Declaration are intended for convenience and reference only and in no way define or limit the scope or intent of the various provisions hereof.

11) Remedies. All remedies herein are cumulative.

12) Village Provisions. Notwithstanding anything in this Declaration to the contrary, (i) neither the Declarant, the Members or the Association have the right to modify, amend, alter, vary or waive any provision of the Village's zoning ordinance, subdivision ordinance or items specified on the Plat; and (ii) the following paragraphs shall only be revised, amended or terminated with the written consent of the Village: A1)B); B2); B24); B26); B27); C2); C5); C9); D4(a)iv; D4(a)v; D4(c); D5); D8)(a) and (b); E1); E4); E6); and E12).

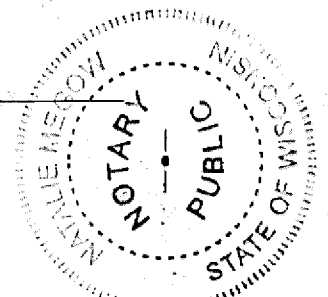
[See attached signature page.]

Dated this 8 day of August, 2023.

POYNETTE LANDS, LLC

By: TZP. Alex
Randall P. Alexander, Manager

STATE OF WISCONSIN)
 Columbia) ss
COUNTY OF ~~DANE~~)

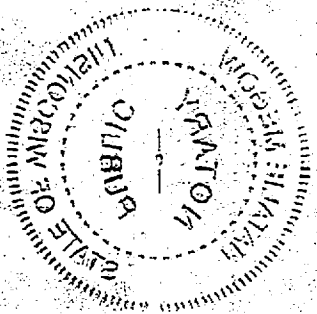


Personally came before me this 8 day of August, 2023, Randall P. Alexander, the Manager of Poynette Lands, LLC, to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer, by its authority for the purposes therein contained.

Natalie Megow
Notary Public
Columbia-Dane County, Wisconsin
My Commission Expires: 5/10, 2024

This document was drafted by:

Gregory J. Paradise
Mohs Widder Paradise LLC
20 North Carroll Street
Madison, WI 53703



CLAUDE A. STANTON

Notary Public

Capital City

**CONSENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS**

The undersigned Hickory Woods Development Company, Inc., hereby consents to the forgoing Declaration for the Plat of Point Garden. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 9th day of August, 2023.

Hickory Woods Development Company, Inc.

By: Brenda Sophia

Print Name: Brenda Sophia

Title: President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF COLUMBIA)

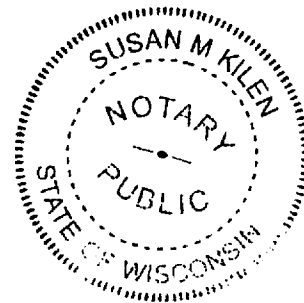
Personally came before me this 9 day of August, 2023, the above named Brenda Sophia, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Susan M. Kilen

Notary Public

County of Columbia, State of Wisconsin

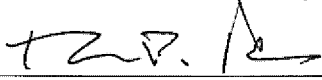
My Commission Expires: 2-18-2026



CONSENT TO COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, Point Garden Homes, Inc. a Wisconsin Corporation, being the owner of Lots 4 through 38, Point Gardens, Village of Poynette, Columbia County, Wisconsin, hereby consents to the forgoing Point Gardens Covenants, Conditions and Restrictions this 31st day of October, 2023.

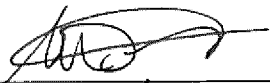
Point Garden Homes, Inc.

By: 
Randall P. Alexander, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
COUNTY OF DANE)

Personally came before me this 31st day of October, 2023, the above named Randall P. Alexander to me known to be the person who executed the forgoing instrument and acknowledged the same.


Print Name: Gregory J. Partridge
Notary Public, State of WISCONSIN
My commission expires: is PERMANENT

**CONSENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS**

The undersigned Bank of Sun Prairie, a Mortgagee of the property described herein, hereby consents to the forgoing Declaration for the Plat of Point Gardens. This consent does not limit, restrict or affect in any way Mortgagee's rights, interest and remedies regarding Mortgagee's interest in the Property.

Dated at Madison, Wisconsin this 31 day of October, 2023.

The Bank of Sun Prairie

By: _____

Print Name: _____

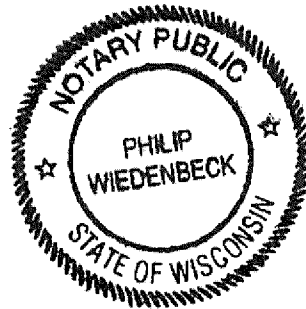
Title: _____

ACKNOWLEDGMENT

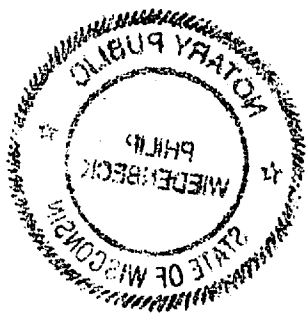
STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 31st day of October, 2023, the above named _____
Vincent P Hartmann, to me known to be the person(s) who executed the
foregoing instrument and acknowledged the same.

Philip Wiedenbeck
Notary Public
County of Dane, State of Wisconsin
My Commission Expires: June 19, 2024



Handwritten text, likely a signature or set of initials, appearing in the upper middle section of the document.



Handwritten text, possibly a signature or set of initials, located in the lower right area of the page.

EXHIBIT "A"

DESCRIPTION OF PHASE 1

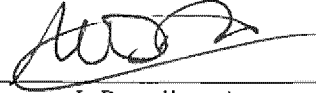
Lots 1 through 38, and Outlots 1 and 2, Point Gardens, Village of Poynette, Columbia County, Wisconsin.

Exhibit "A"

PINS

Exhibit "B"

Please be advised that the undersigned hereby directs viewers to ignore the printed text material on the maps attached to this Exhibit "B." Only the spacial relationships of the illustrators on the maps are being presented for your information.

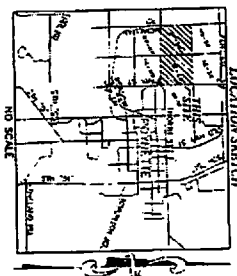
A handwritten signature in black ink, appearing to read 'Gregory J. Paradise', written over a horizontal line.

Gregory J. Paradise, Attorney at Law

Exhibit "B"
Plat of Point Gardens

[Attached]

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